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FERC Docket: RP07-455-000

Second Revised Sheet No. 0 Tuscarora Gas Transmission Company: Original Volume No. 1
Second Revised Sheet No. 0 : Effective
Superseding: First Revised Sheet No. 0

FERC GAS TARIFF

ORIGINAL VOLUME NO. 1

OF

TUSCARORA GAS TRANSMISSION COMPANY

FILED WITH

FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff Should
Be Directed To:

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Director, Rates and Regulatory Affairs
Tuscarora Gas Transmission Company
1400 SW Fifth Avenue, Suite 900
Portland, OR 97201
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Effective Date: 01/17/2004 Status: Effective

FERC Docket: RP04-108-000

Third Revised Sheet No. 1 Third Revised Sheet No. 1 : Effective
Superseding: Second Revised Sheet No. 1

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Effective Date: 11/21/2003 Status: Effective

FERC Docket: RP04- 28-000

First Revised Sheet No. 2 First Revised Sheet No. 2 : Effective
Superseding: Original Sheet No. 2

PRELIMINARY STATEMENT

Tuscarora Gas Transmission Company (referred to in this Tariff as "Transporter") is a partnership engaged in the business of transporting natural gas in interstate commerce under authorization granted by, and subject to the jurisdiction of, the Federal Energy Regulatory Commission.

Transporter operates a pipeline system extending in a southeasterly direction from a point of interconnection with the facilities of Gas Transmission Northwest Corporation near Malin, Oregon, to a terminus near Wadsworth, Nevada, where Transporter interconnects with Paiute Pipeline Company. Transporter provides transportation service on a firm and interruptible basis.

It is the policy of Transporter to provide transportation service only under written contract acceptable to Transporter after consideration of its commitments to others, delivery capacity and other factors deemed pertinent by Transporter.

This FERC Gas Tariff is filed in compliance with Parts 154 and 284 of the Commission's Regulations under the Natural Gas Act.

Effective Date: 11/21/2003 Status: Effective

FERC Docket: RP04- 28-000

Original Sheet No. 3 Original Sheet No. 3 : Effective

System Map

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP09-302-000

Substitute Tenth Revised Sheet No. 4 Substitute Tenth Revised Sheet No. 4
Superseding: Tenth Revised Sheet No. 4

APPLICABLE TO SETTLEMENT PARTIES PURSUANT TO THE
MAY 31, 2006 SETTLEMENT AGREEMENT IN FERC DOCKET NO. RP06-380-000
(FOR RATES APPLICABLE TO NON-SETTLING PARTIES SEE SHEET NO. 4A)

FT RATE SCHEDULE
CURRENTLY EFFECTIVE RATES 1/

Reservation Charge (Maximum)	\$12.1667
(Minimum)	\$ 0.0000
Commodity Charge (Maximum)	\$ 0.0017
(Minimum)	\$ 0.0017
Authorized Overrun Charge (Maximum)	\$ 0.4017
(Minimum)	\$ 0.0017
Annual Charge Adjustment	\$ 0.0017 2/
Measurement Variance Gas Factor (Maximum)	2.0%
(Minimum)	0%
Volumetric Reservation Charge for Capacity Release	\$ 0.4000 3/

- 1/ For scheduling, imbalance and unauthorized overrun charges see General Terms and Conditions, Section 6. Maximum and minimum rates are applicable to backhaul service.
- 2/ The Annual Charge Adjustment (ACA) is included in the above Commodity Charge and the Authorized Overrun Charge.
- 3/ The Maximum Rate does not apply to capacity release transactions of one (1) year or less.

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP09-302-000

Substitute Third Revised Sheet No. 4A Substitute Third Revised Sheet No. 4A
Superseding: Third Revised Sheet No. 4A

APPLICABLE TO NON-SETTLING PARTIES PURSUANT TO THE
MAY 31, 2006 SETTLEMENT AGREEMENT IN FERC DOCKET NO. RP06-380-000

FT RATE SCHEDULE
CURRENTLY EFFECTIVE RATES 1/

Reservation Charge (Maximum)	\$14.6330
(Minimum)	\$ 0.0000
Commodity Charge (Maximum)	\$ 0.0017
(Minimum)	\$ 0.0017
Authorized Overrun Charge (Maximum)	\$ 0.4828
(Minimum)	\$ 0.0017
Annual Charge Adjustment	\$ 0.0017 2/
Measurement Variance Gas Factor (Maximum)	2.0%
(Minimum)	0%
Volumetric Reservation Charge for Capacity Release	\$ 0.4811 3/

- 1/ For scheduling, imbalance and unauthorized overrun charges see General Terms and Conditions, Section 6. Maximum and minimum rates are applicable to backhaul service.
- 2/ The Annual Charge Adjustment (ACA) is included in the above Commodity Charge and the Authorized Overrun Charge.
- 3/ The Maximum Rate does not apply to capacity release transactions of one (1) year or less.

Effective Date: 10/01/2008 Status: Effective

FERC Docket: RP08-511-000

Tenth Revised Sheet No. 5 Tenth Revised Sheet No. 5

Superseding: Ninth Revised Sheet No. 5

APPLICABLE TO SETTLEMENT PARTIES PURSUANT TO THE
MAY 31, 2006 SETTLEMENT AGREEMENT IN FERC DOCKET NO. RP06-380-000
(FOR RATES APPLICABLE TO NON-SETTLING PARTIES SEE SHEET NO. 5A)

IT RATE SCHEDULE
CURRENTLY EFFECTIVE RATES 1/

Commodity Charge (Maximum)	\$ 0.4017
(Minimum)	\$ 0.0017
Authorized Overrun Charge (Maximum)	\$ 0.4017
(Minimum)	\$ 0.0017
Annual Charge Adjustment	\$ 0.0017 2/
Measurement Variance Gas Factor (Maximum)	2.0%
(Minimum)	0%

- 1/ For scheduling, imbalance and unauthorized overrun charges see General Terms and Conditions, Section 6. Maximum and minimum rates are applicable to backhaul service.
- 2/ The Annual Charge Adjustment (ACA) is included in the above Commodity Charge and the Authorized Overrun Charge.

Effective Date: 10/01/2008 Status: Effective

FERC Docket: RP08-511-000

Third Revised Sheet No. 5A Third Revised Sheet No. 5A

Superseding: Second Revised Sheet No. 5A

APPLICABLE TO NON-SETTLING PARTIES PURSUANT TO THE
MAY 31, 2006 SETTLEMENT AGREEMENT IN FERC DOCKET NO. RP06-380-000

IT RATE SCHEDULE
CURRENTLY EFFECTIVE RATES 1/

Commodity Charge (Maximum)	\$ 0.4828
(Minimum)	\$ 0.0017
Authorized Overrun Charge (Maximum)	\$ 0.4828
(Minimum)	\$ 0.0017
Annual Charge Adjustment	\$ 0.0017 2/
Measurement Variance Gas Factor (Maximum)	2.0%
(Minimum)	0%

- 1/ For scheduling, imbalance and unauthorized overrun charges see General Terms and Conditions, Section 6. Maximum and minimum rates are applicable to backhaul service.
- 2/ The Annual Charge Adjustment (ACA) is included in the above Commodity Charge and the Authorized Overrun Charge.

Effective Date: 10/01/2008 Status: Effective

FERC Docket: RP08-511-000

Fifth Revised Sheet No. 6 Fifth Revised Sheet No. 6

Superseding: Fourth Revised Sheet No. 6

PL RATE SCHEDULE
CURRENTLY EFFECTIVE RATES

Commodity Charge: (Maximum)	\$ 0.0498
(Minimum)	\$ 0.0017
Annual Charge Adjustment:	\$ 0.0017 1/

1/ The Annual Charge Adjustment (ACA) is included in the above
Commodity Charge and the Authorized Overrun Charge.

Effective Date: 01/20/2004 Status: Effective

FERC Docket: RP00-487-002

Sheet Nos. 7-9 Sheet Nos. 7-9 : Effective

SHEET NOS. 7-9
HAVE NOT BEEN ISSUED
BUT HAVE BEEN RESERVED
FOR FUTURE USE

Effective Date: 07/09/2007 Status: Effective

FERC Docket: RP07-482-000

First Revised Sheet No. 10 First Revised Sheet No. 10 : Effective

Superseding: Original Sheet No. 10

FT RATE SCHEDULE
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule is available for firm transportation of natural gas by Tuscarora Gas Transmission Company (hereinafter called "Transporter") for any party (hereinafter called "Shipper"), when:

- a. Shipper has made a valid request for firm transportation and has met the standards set forth in Section 3 of the General Terms and Conditions of this FERC Gas Tariff of which this rate schedule is a part;
- b. Sufficient firm capacity is available to effectuate such transportation without any construction of facilities or other investment by Transporter, unless Transporter has waived this requirement in writing; and
- c. Shipper has executed a Transportation Service Agreement in the form contained in the FERC Gas Tariff of which this rate schedule is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation provided under the FT Rate Schedule shall be firm reserved transportation service and shall have priority over all other transportation service provided by Transporter. To the extent tendered by Shipper or Shipper's agent, Transporter shall receive from Shipper, or for the account of Shipper, at those points on Transporter's system as specified in an executed Transportation Service Agreement between Shipper and Transporter (hereinafter referred to as "Receipt Point(s)") for transportation hereunder, daily quantities of gas up to Shipper's Maximum Transportation Quantity (taking into account the Measurement Variance Gas Quantity) as specified in the Transportation Service Agreement. A Shipper's Maximum Transportation Quantity shall be a uniform quantity throughout the contract term, except that Transporter may, on a not unduly discriminatory basis, agree to differing monthly levels in the Shipper's Maximum Transportation Quantity during the term of Shipper's contract. Shipper's Maximum Transportation Quantity and any differing levels in the Maximum Transportation Quantity, as well as the period of such differing Maximum Transportation Quantity levels, shall be specified in the executed Firm Transportation Service Agreement.

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Original Sheet No. 11 Original Sheet No. 11 : Effective

FT RATE SCHEDULE
FIRM TRANSPORTATION SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.2 Upon receipt of such natural gas from Shipper or for Shipper's account, Transporter shall (after making allowance for the Measurement Variance Gas Quantity) transport and deliver to Shipper or to a downstream entity for Shipper's account quantities of gas up to Shipper's Maximum Equivalent Quantity at those points on Transporter's system as are specified in an executed Transportation Service Agreement between Shipper and Transporter (hereinafter referred to as "Delivery Point(s)").
- 2.3 Provided such quantities have been scheduled in accordance with Section 4 of the General Terms and Conditions of this Tariff, Shipper may obtain transportation of quantities of gas in excess of the Maximum Transportation Quantity on any day if in Transporter's reasonable judgment transportation of such gas can be accomplished by Transporter without detriment to any other Shipper under any of Transporter's rate schedules. Such excess quantities shall be deemed to be Authorized Overrun Quantities.

Effective Date: 06/01/2006 Status: Effective
FERC Docket: RP06-380-001

Third Revised Sheet No. 12 Third Revised Sheet No. 12 : Effective
Superseding: Second Revised Sheet No. 12

FT RATE SCHEDULE
FIRM TRANSPORTATION SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)
 - 2.4 Transporter shall not be obligated to allow any taps, add any facilities, or expand the capacity of Transporter's pipeline system in any manner in order to provide transportation service to Shipper pursuant to this rate schedule.
3. RATE
 - 3.1 Unit Rates. The applicable maximum and minimum unit rates are set forth in the currently effective Sheet No. 4 or Sheet No. 4A (as applicable) of this Tariff and are hereby incorporated herein. The applicable unit rates to be charged on any day by Transporter for gas scheduled for Shipper shall not be in excess of the maximum unit rate nor less than the minimum unit rate. The same minimum and maximum rates are applicable whether the service constitutes a Backhaul or otherwise.
 - 3.2 Monthly Bill. For Shippers executing a Transportation Service Agreement pursuant to this FT Rate Schedule, and beginning with the Commencement Date and for each month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amounts:
 - (a) Reservation Charge: The applicable reservation charge per MMBtu multiplied by Shipper's effective Maximum Transportation Quantity under this rate schedule (except under circumstances in which service commences on a day other than the first day of the month, or ends on a day other than the last day of the month, in which case the reservation charge for the month shall be pro rated); plus
 - (b) Commodity Charge: The applicable commodity rate multiplied by the quantity of gas scheduled in the month under this rate schedule (excluding Authorized Overrun Quantities) at the Delivery Point(s); plus

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FERC Docket: RP00- 43-000

Second Revised Sheet No. 13 Second Revised Sheet No. 13 : Effective
Superseding: First Revised Sheet No. 13

FT RATE SCHEDULE
FIRM TRANSPORTATION SERVICE

3. RATE (continued)

- (c) Authorized Overrun Charge: The applicable authorized overrun charge per MMBtu multiplied by the Authorized Overrun Quantity scheduled for Shipper for the month under this rate schedule; plus
- (d) Imbalance Charges: The applicable imbalance charges assessed pursuant to Section 6 of the General Terms and Conditions of this Tariff; plus
- (e) Scheduling Penalties: The applicable scheduling penalties assessed pursuant to Section 6 of the General Terms and Conditions of this Tariff; plus
- (f) Unauthorized Contract Overrun Penalties: The applicable unauthorized contract overrun penalties assessed pursuant to Section 6 of the General Terms and Conditions of this Tariff; plus
- (g) Other Applicable Charges: The applicable surcharges provided for in Sections 12 and 13 of the General Terms and Conditions of this Tariff; less
- (h) Revenue Credit: The revenue credit provided for in Section 29 of the General Terms and Conditions of this Tariff.

3.3 Shipper Reimbursement. In the event that Transporter agrees to install facilities in order to provide service to Shipper in consideration of Shipper's agreement to reimburse Transporter's cost of installing such facilities, then Shipper shall, in addition to the charges referenced above, reimburse Transporter for the following:

- (a) The costs of any facilities installed by Transporter with Shipper's consent to receive, measure, transport or deliver natural gas for the account of Shipper;
- (b) Any and all filing and approval fees required in connection with Shipper's Transportation Service Agreement that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction; and

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FERC Docket: CP93-685-003

Original Sheet No. 14 Original Sheet No. 14 : Effective

FT RATE SCHEDULE
FIRM TRANSPORTATION SERVICE

3. RATE (continued)

- (c) An amount reflecting the income tax liability incurred by Transporter as a result of the receipt of reimbursements pursuant to subsections 3.3(a), (b) or (c) of this FT Rate Schedule.

Any reimbursement due Transporter by Shipper pursuant to this Section 3.3 shall be due and payable to Transporter within ten days of the date of Transporter's invoice(s) for same. Nothing in this Section 3.3 shall be construed as requiring Transporter to install facilities.

4. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Shipper desires transportation of natural gas on any day under this rate schedule, Shipper shall provide a nomination to Transporter in accordance with Section 4 of the General Terms and Conditions of this Tariff. Based upon the nomination of Shipper, Transporter shall schedule receipts and deliveries of gas in accordance with the General Terms and Conditions of this Tariff. It is the responsibility of Shipper to adjust its deliveries and receipts to conform to the General Terms and Conditions.

Daily deliveries of gas by Shipper to Transporter at the Receipt Point(s) hereunder shall be as nearly equal as possible to daily receipts of gas by Shipper from Transporter at the Delivery Point(s) (taking into account the Measurement Variance Gas Quantity). Any excess or deficiency in such receipts and deliveries shall be resolved in accordance with the General Terms and Conditions of this Tariff.

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FERC Docket: CP93-685-003

Original Sheet No. 15 Original Sheet No. 15 : Effective

FT RATE SCHEDULE
FIRM TRANSPORTATION SERVICE

5. OTHER OPERATING CONDITIONS

Transporter's obligation to provide service under this rate schedule is subject to the following conditions being satisfied:

- 5.1 Shipper shall make all necessary arrangements with other parties at or upstream of the Receipt Point(s) where Shipper tenders gas to Transporter for transportation, and at or downstream of the Delivery Point(s) where Transporter delivers gas for Shipper's account, which arrangements must be compatible with Transporter's system operations and Shipper's service entitlements.
- 5.2 To the extent that any upstream entity involved in handling Shipper's gas refuses or is unable to deliver gas to Transporter in sufficient quantities and at sufficient pressures, Transporter shall not be required to continue deliveries of gas on behalf of Shipper. To the extent that any downstream entity involved in handling Shipper's gas refuses or is unable to receive gas from Transporter, Transporter shall have the right to reduce deliveries of gas on behalf of Shipper.
- 5.3 The daily quantities of natural gas transported shall be delivered by Shipper to Transporter at the Receipt Point(s) at an hourly rate of 1/24 of the scheduled daily quantity. The daily quantities of natural gas transported shall be accepted by Shipper from Transporter at the Delivery Point(s) at a substantially constant hourly rate except as provided in Section 8 of the General Terms and Conditions of this Tariff.

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Original Sheet No. 16 Original Sheet No. 16 : Effective

FT RATE SCHEDULE
FIRM TRANSPORTATION SERVICE

6. RECEIPT POINT(S) AND DELIVERY POINT(S)

- 6.1 Primary Receipt Points. The Primary Receipt Point(s) at which Transporter shall receive Shipper's gas for transportation under this rate schedule shall be specified in an exhibit to the Transportation Service Agreement executed by Transporter and Shipper. Such exhibit shall specify for each Primary Receipt Point the Maximum Input Quantity entitlement and receipt pressure obligations of Shipper. Such Maximum Input Quantity shall be subject to adjustment to take account of the Measurement Variance Gas Quantity. Such exhibit by mutual written agreement may be superseded by a new exhibit in accordance with Section 6 of the General Terms and Conditions of this Tariff.
- 6.2 Alternate Receipt Points. Notwithstanding the foregoing, all interconnections between the facilities of Transporter and the facilities of other operators shall be available for use by Shipper as Alternate Receipt Points, as set forth in Section 7.1 of the General Terms and Conditions of this Tariff.

Effective Date: 12/01/1995 Status: Effective
FERC Docket: CP93-685-003

Original Sheet No. 17 Original Sheet No. 17 : Effective

FT RATE SCHEDULE
FIRM TRANSPORTATION SERVICE

6. RECEIPT POINT(S) AND DELIVERY POINT(S) (continued)

6.3 Primary Delivery Points. The Primary Delivery Point(s) at which Transporter shall make gas available for Shipper's account under this rate schedule shall be specified in an exhibit to the Transportation Service Agreement executed by Transporter and Shipper. Such exhibit shall specify for each Delivery Point the Maximum Equivalent Quantity entitlement of Shipper and maximum and minimum delivery pressures of Transporter. Transporter shall not accept any proposed Primary Delivery Point(s), or quantity at any Primary Delivery Point(s), or change in quantities among Primary Delivery Point(s), except in accordance with Section 6 of the General Terms and Conditions of this Tariff.

6.4 Alternate Delivery Points. Notwithstanding the foregoing, all interconnections between the facilities of Transporter and the facilities of other operators shall be available for use by Shipper as Alternate Delivery Points, as set forth in Section 7.3 of the General Terms and Conditions of this Tariff.

7. GENERAL TERMS AND CONDITIONS

The applicable General Terms and Conditions of this FERC Gas Tariff are hereby made a part of this rate schedule.

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Sheet Nos. 18-19 Sheet Nos. 18-19 : Effective

SHEET NOS. 18-19
HAVE NOT BEEN ISSUED
BUT HAVE BEEN RESERVED
FOR FUTURE USE

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Original Sheet No. 20 Original Sheet No. 20 : Effective

IT RATE SCHEDULE
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule is available for interruptible transportation of natural gas by Tuscarora Gas Transmission Company (hereinafter called "Transporter") for any party (hereinafter called "Shipper"), when:

- a. Shipper has made a valid request for interruptible transportation and has met the standards set forth in Section 3 of the General Terms and Conditions of this FERC Gas Tariff of which this rate schedule is a part; and
- b. Shipper has executed a Transportation Service Agreement in the form contained in the FERC Gas Tariff of which this rate schedule is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This IT Rate Schedule and the rates set forth herein shall apply to all interruptible transportation service rendered under Transportation Service Agreements for such service whenever Transporter is able and willing to offer such interruptible transportation service. Transportation service provided hereunder is subject to curtailment or interruption as Transporter deems necessary. To the extent tendered by Shipper or Shipper's agent, Transporter shall receive from Shipper, or for the account of Shipper, at points on Transporter's system (hereinafter referred to as "Receipt Point(s)") for transportation hereunder daily quantities of gas up to Shipper's Maximum Transportation Quantity (taking into account the Measurement Variance Gas Quantity) as specified in the Transportation Service Agreement.

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Original Sheet No. 21 Original Sheet No. 21 : Effective

IT RATE SCHEDULE
INTERRUPTIBLE TRANSPORTATION SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.2 Upon receipt of such natural gas from Shipper or for Shipper's account, Transporter shall (after making allowance for the Measurement Variance Quantity) transport and deliver to Shipper or to a downstream entity for Shipper's account quantities of gas up to Shipper's Maximum Equivalent Quantity at such points on Transporter's system as have been scheduled for the delivery of gas for Shipper's account (hereinafter referred to as "Delivery Point(s)").
- 2.3 Provided such quantities have been scheduled in accordance with Section 4 of the General Terms and Conditions of this Tariff, Shipper may obtain transportation of quantities of gas in excess of its Maximum Transportation Quantity on any day if in Transporter's reasonable judgment transportation of such gas can be accomplished by Transporter without detriment to any other Shipper under any of Transporter's rate schedules. Such excess quantities shall be deemed to be Authorized Overrun Quantities.

Effective Date: 06/01/2006 Status: Effective
FERC Docket: RP06-380-001

Fourth Revised Sheet No. 22 Fourth Revised Sheet No. 22 : Effective
Superseding: Third Revised Sheet No. 22

IT RATE SCHEDULE
INTERRUPTIBLE TRANSPORTATION SERVICE

3. RATE

- 3.1 Unit Rates. The applicable maximum and minimum unit rates are set forth in the currently effective Sheet No. 5 or Sheet No. 5A (as applicable) of this FERC Gas Tariff and are hereby incorporated herein. The applicable unit rates to be charged on any day by Transporter for gas scheduled for Shipper shall not be in excess of the maximum unit rate nor less than the minimum unit rate. The same minimum and maximum rates are applicable whether the service constitutes a Backhaul or otherwise.
- 3.2 Monthly Bill. For Shippers executing a Transportation Service Agreement pursuant to this IT Rate Schedule and beginning with the Commencement Date and for each month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amounts:
- (a) Commodity Charge: The applicable commodity rate multiplied by the quantity of gas scheduled in the month (excluding Authorized Overrun Quantities) at the Delivery Point(s); plus
 - (b) Authorized Overrun Charge: The applicable authorized overrun charge per MMBtu multiplied by the Authorized Overrun Quantity scheduled for Shipper for the month under this rate schedule; plus
 - (c) Imbalance Charges: The applicable imbalance charges assessed pursuant to Section 6 of the General Terms and Conditions of this Tariff; plus
 - (d) Scheduling Penalties: The applicable scheduling penalties assessed pursuant to Section 6 of the General Terms and Conditions of this Tariff; plus
 - (e) Unauthorized Contract Overrun Penalties: The applicable unauthorized contract overrun penalties assessed pursuant to Section 6 of the General Terms and Conditions of this Tariff; plus
 - (f) Other Applicable Charges: The applicable surcharges provided for in Sections 12 and 13 of the General Terms and Conditions of this Tariff; less
 - (g) Penalty Revenue Credit: The revenue credit provided for in Section 29.2 of the General Terms and Conditions of this Tariff.

Effective Date: 12/01/1995 Status: Effective
FERC Docket: CP93-685-003

Original Sheet No. 23 Original Sheet No. 23 : Effective

IT RATE SCHEDULE
INTERRUPTIBLE TRANSPORTATION SERVICE

3. RATE (continued)

3.3 Shipper Reimbursement. In the event that Transporter agrees to install facilities in order to provide service to Shipper in consideration of Shipper's agreement to reimburse Transporter's cost of installing such facilities, then Shipper shall, in addition to the charges referenced above, reimburse Transporter for the following:

- (a) The costs of any facilities installed by Transporter with Shipper's consent to receive, measure, transport or deliver natural gas for the account of Shipper;
- (b) Any and all filing and approval fees required in connection with Shipper's Transportation Service Agreement that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction; and
- (c) An amount reflecting the income tax liability incurred by Transporter as a result of the receipt of reimbursements pursuant to subsections 3.3(a), (b) or (c) of this IT Rate Schedule.

Any reimbursement due Transporter by Shipper pursuant to this Section 3.3 shall be due and payable to Transporter within ten days of the date of Transporter's invoice(s) for same. Nothing in this Section 3.3 shall be construed as requiring Transporter to install facilities.

4. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Shipper desires transportation of natural gas on any day under this rate schedule, Shipper shall provide a nomination to Transporter in accordance with Section 4 of the General Terms and Conditions of this Tariff. Based upon the nomination of Shipper, Transporter shall schedule receipts and deliveries of gas in accordance with the General Terms and Conditions of this Tariff. It is the responsibility of Shipper to adjust its deliveries and receipts to conform to the General Terms and Conditions.

IT RATE SCHEDULE
INTERRUPTIBLE TRANSPORTATION SERVICE

4. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES (continued)

Daily deliveries of gas by Shipper to Transporter at the Receipt Point(s) hereunder shall be as nearly equal as possible to daily receipts of gas by Shipper from Transporter at the Delivery Point(s) (taking into account the Measurement Variance Gas Quantity). Any excess or deficiency in such receipts and deliveries shall be resolved in accordance with Section 6 of the General Terms and Conditions of this Tariff.

5. OTHER OPERATING CONDITIONS

Transporter's obligation to provide service under this rate schedule is subject to the following conditions being satisfied:

- 5.1 Shipper shall make all necessary arrangements with other parties at or upstream of the Receipt Point(s) where Shipper tenders gas to Transporter for transportation, and at or downstream of the Delivery Point(s) where Transporter delivers gas for Shipper's account, which arrangements must be compatible with Transporter's system operations and Shipper's service entitlements.
- 5.2 To the extent that any upstream entity involved in handling Shipper's gas refuses or is unable to deliver gas to Transporter in sufficient quantities and at sufficient pressures, Transporter shall not be required to continue deliveries of gas on behalf of Shipper. To the extent that any downstream entity involved in handling Shipper's gas refuses or is unable to receive gas from Transporter, Transporter shall have the right to reduce deliveries of gas on behalf of Shipper.
- 5.3 The daily quantities of natural gas transported shall be delivered by Shipper to Transporter at the Receipt Point(s) and accepted by Shipper from Transporter at the Delivery Point(s) at an hourly rate of 1/24 of the scheduled daily quantity, or such other hourly rate as may be acceptable to Transporter.

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Original Sheet No. 25 Original Sheet No. 25 : Effective

IT RATE SCHEDULE
INTERRUPTIBLE TRANSPORTATION SERVICE

6. RECEIPT POINT(S) AND DELIVERY POINT(S)

6.1 All interconnections between the facilities of Transporter and the facilities of other operators shall be available for use by Shipper as Receipt Point(s).

6.2 All interconnections between the facilities of Transporter and the facilities of other operators shall be available for use by Shipper as Delivery Point(s).

7. GENERAL TERMS AND CONDITIONS

The applicable General Terms and Conditions of this FERC Gas Tariff are hereby made a part of this rate schedule.

Effective Date: 01/20/2004 Status: Effective

FERC Docket: RP00-487-001

Original Sheet No. 26 Original Sheet No. 26 : Effective

PL RATE SCHEDULE
PARKING AND LENDING SERVICE

1. AVAILABILITY

This rate schedule is available for the parking and lending of natural gas by Tuscarora Gas Transmission Company (hereinafter called "Transporter") for any party (hereinafter called "Shipper"), when:

- (a) Shipper has made a valid request for parking and lending service and has met the standards set forth in Section 3 of the General Terms and Conditions of the Transporter's FERC Gas Tariff of which this rate schedule is a part; and
- (b) Sufficient pipeline capacity exist to effectuate such service without any construction of facilities or other investment by Transporter; and
- (c) Shipper has executed a Parking and Lending Service Agreement in the form contained in the Transporter's FERC Gas Tariff of which this rate schedule is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Parking and Lending Service Rate Schedule and the rate set forth herein shall apply to all parking and lending service rendered under the Parking and Lending Service Agreement. The service provided hereunder is subject to curtailment or interruption as Transporter deems necessary. It shall be provided to the extent Transporter is able and willing to offer such service and the provision of such service shall not prevent Transporter from meeting all of its firm and interruptible transportation service obligations, including Transporter's system needs.
- 2.2 Natural gas may be parked or loaned for a minimum period of one day and for a period up to one calendar month, and such period may be extended with Transporter's permission.
- 2.3 Transporter shall establish and maintain a Parking and Lending Account for each Shipper utilizing the services herein. A credit balance indicates natural gas parked on Transporter's pipeline system; whereas, a debit balance indicates natural gas loaned by Transporter to the Shipper. The Parking and Lending Account balance will be stated in dekatherms.

Effective Date: 01/20/2004 Status: Effective

FERC Docket: RP00-487-001

Original Sheet No. 27 Original Sheet No. 27 : Effective

PL RATE SCHEDULE
PARKING AND LENDING SERVICE

2.4 To the extent tendered by Shipper or Shipper's agent, Transporter shall receive from Shipper, or for the account of Shipper, at points on Transporter's system (hereinafter referred to as "Receipt Point(s)") for parking or repayment of loaned natural gas at the receipt points specified in Shipper's Parking and Lending Service Agreement. Such quantities received shall be credited to Shipper's Parking and Lending Account.

3. RATES

3.1 Unit Rates. The applicable maximum and minimum unit rates are set forth in the currently effective Sheet No. 6 of this FERC Gas Tariff and are hereby incorporated herein. The applicable unit rate to be charged on any day by Transporter for parking and lending service shall not be in excess of the maximum unit rate nor less than the minimum unit rate. The minimum and maximum rates are applicable whether the balance in the Parking and Lending Account is a credit or debit balance.

3.2 Monthly Bill. The monthly bill for Parking and Lending Service shall be the product of the daily account balance of gas in Shipper's Parking and Lending Account and the maximum parking service rate set forth in the current Rate Sheets unless Transporter elects to discount such rates.

3.3 Billing Adjustment. If, on any day, Shipper nominates quantities of gas to be withdrawn or borrowed from its Parking and Lending Account but Transporter is unable to schedule all such quantities nominated, Transporter shall suspend the rate charges for that quantity not scheduled until Transporter is able to schedule the quantity nominated.

4. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERY

If Shipper desires to utilize the Parking and Lending service under this rate schedule, Shipper shall provide a nomination to Transporter in accordance with Section 4 of the General Terms and Conditions of this Tariff. Based upon the nomination of Shipper, Transporter shall schedule receipts into and deliveries from the Shipper's Parking and Lending Account in accordance with the General Terms and Conditions of this Tariff. It is the responsibility of Shipper to adjust its deliveries and receipts to conform to the General Terms and Conditions of this Tariff.

Effective Date: 01/20/2004 Status: Effective

FERC Docket: RP00-487-003

Substitute Original Sheet No. 28 Substitute Original Sheet No. 28 : Effective

PL RATE SCHEDULE
PARKING AND LENDING SERVICE

5. OTHER OPERATING CONDITIONS

- 5.1 Transporter may require Shipper to withdraw or repay all, or any portion, of the gas quantities parked or borrowed from Transporter within thirty (30) days of Transporter's notice to Shipper. In the event of a Critical Period declaration, the notice and compliance requirements will be provided pursuant to Section 2.40 of the General Terms and Conditions. If Shipper fails to arrange for the withdrawal of parked quantities specified by Transporter in its Critical Period notice, despite the availability of transportation capacity for withdrawal, Transporter shall take title to that parked quantity of gas that Shipper was instructed to withdraw, free and clear of any adverse claims. If Shipper fails to repay Transporter for loaned natural gas, Transporter will purchase natural gas and bill Shipper for the applicable costs associated with this purchase. Transporter's notice to Shipper may be verbal and in such case shall be followed by a written confirmation.
- 5.2 Not more than thirty (30) days after the termination of the Parking and Lending Service Agreement executed by Shipper under this Rate Schedule, Transporter will notify Shipper of Shipper's Parking and Lending Account balance. If there is a balance remaining, Shipper will nominate for withdrawal or repay such quantities within thirty (30) days of the date of Transporter's notice.
- 5.3 Parking and Lending Service shall be subject to curtailment pursuant to Section 5 of the General Terms and Conditions contained in this Tariff.

6. GENERAL TERMS AND CONDITIONS

The applicable General Terms and Conditions of this FERC Gas Tariff are hereby made a part of this rate schedule.

Effective Date: 01/20/2004 Status: Effective

FERC Docket: RP00-487-002

Sheet No. 29 Sheet No. 29 : Effective

SHEET NO. 29
HAVE NOT BEEN ISSUED
BUT HAVE BEEN RESERVED
FOR FUTURE USE

Effective Date: 11/21/2003 Status: Effective

FERC Docket: RP04- 28-000

First Revised Sheet No. 30 First Revised Sheet No. 30 : Effective
Superseding: Original Sheet No. 30

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Third Revised Sheet No. 31 Third Revised Sheet No. 31 : Effective
Superseding: Second Revised Sheet No. 31

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Effective Date: 01/20/2004 Status: Effective

FERC Docket: RP00-487-001

Second Revised Sheet No. 32 Second Revised Sheet No. 32 : Effective
Superseding: First Revised Sheet No.32

GENERAL TERMS AND CONDITIONS

1. INTRODUCTORY STATEMENT

Except where expressly stated otherwise, the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff shall apply to all natural gas service rendered by Transporter under any Transportation Service Agreement, including service under the FT Rate Schedule, the IT Rate Schedule and the PL Rate Schedule.

2. DEFINITION OF TERMS

Except where another meaning is expressly stated, the following terms shall have the following meanings when used in this Tariff and in any Transportation Service Agreement incorporating this Tariff:

- 2.1 FT Rate Schedule. The term "FT Rate Schedule" shall mean the FT Rate Schedule of Transporter's currently effective FERC Gas Tariff, as may be revised from time to time, or any superseding rate schedule(s).
- 2.2 IT Rate Schedule. The term "IT Rate Schedule" shall mean the IT Rate Schedule of Transporter's currently effective FERC Gas Tariff, as may be revised from time to time, or any superseding rate schedule(s).
- 2.3 Transporter. The term "Transporter" shall mean Tuscarora Gas Transmission Company or its successors or assignees.
- 2.4 Shipper and Shipper's Agent.
 - (a) The term "Shipper" shall mean any entity seeking or subscribing to transportation service on Transporter's system pursuant to the terms and conditions of Transporter's currently effective FERC Gas Tariff.
 - (b) The term "Shipper's Agent" shall mean any party shipper may contract with for purposes of administering Shipper's Service Agreement with Transporter. An agent has only those rights designated in writing by such Shipper to Transporter.
- 2.5 FERC or Commission. The term "FERC" or "Commission" shall mean the Federal Energy Regulatory Commission or any successor agency having jurisdiction over this Tariff.
- 2.6 Gas Day. The term "Gas Day" shall mean 9:00 A.M. to 9:00 A.M. Central Clock Time (7:00 A.M. to 7:00 A.M. PCT).
- 2.7 Month. The term "Month" shall mean the period beginning at 9:00 A.M. Central Clock Time (7:00 A.M. PCT) on the first day of the calendar month and ending at 9:00 A.M. Central Clock Time (7:00 A.M. PCT) on the first day of the next succeeding calendar month.

Effective Date: 08/01/1999 Status: Effective

FERC Docket: RP99-354-001

Sub Third Revised Sheet No. 33 Sub Third Revised Sheet No. 33 : Effective
Superseding: Second Revised Sheet No. 33

GENERAL TERMS AND CONDITIONS

- 2.8 Year. The term "Year" shall mean any period of 12 consecutive months.
- 2.9 Contract Year. The term "Contract Year" with respect to the first "Contract Year" shall mean the period commencing on the date deliveries first commence under a Transportation Service Agreement and ending at 9:00 A.M. Central Clock Time (7:00 A.M. PCT) on the following November 1, and with respect to any succeeding "Contract Year" shall mean the period of 12 consecutive months from the end of the preceding contract year to 9:00 A.M. Central Clock Time (7:00 A.M. PCT) on the next succeeding November 1.
- 2.10 Commencement Date. The term "Commencement Date" shall be the date on which transportation service begins, as mutually agreed by Shipper and Transporter as set forth in a Transportation Service Agreement, or in the case where facilities are required to be constructed by Transporter to enable service to Shipper, the date on which the facilities required to enable Transporter to render transportation service to Shipper are constructed, installed and made operational, as set forth in Transporter's written notice to Shipper, which shall be given not less than five days prior to the date on which the transportation service shall begin, unless Shipper and Transporter mutually agree to a shorter notice period.
- 2.11 Central Clock Time. The term "Central Clock Time" refers to Central Daylight Savings Time when in effect and Central Standard Time at all other times.
- 2.12 Cubic Foot. The reporting basis for gas volumes as cubic foot at standard conditions of 14.73 psia, 60 degrees F, and dry. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C, and dry.
- 2.13 Mcf. The term "Mcf" shall mean 1,000 cubic feet of gas. The term "MMcf" shall mean one million (1,000,000) cubic feet of gas.
- 2.14 British Thermal Unit or Btu.
- (a) Refer to General Terms and Conditions Section 2.15, (Dekatherm or Dth) of this tariff for definition of British Thermal Unit or Btu.
- (b) Standardize the reporting basis for Btu as 14.73 psia and 60 degrees F (101.325 kPa and 15 degrees C, and dry). Standardize the reporting basis for gigacalorie as 1.035646 Kg/cm² and 15.6 degrees C and dry.

Effective Date: 08/01/1999 Status: Effective

FERC Docket: RP99-354-001

Original Sheet No. 33A Original Sheet No. 33A : Effective

GENERAL TERMS AND CONDITIONS

- 2.15 Dekatherm or Dth. The standard quantity for nominations, confirmations and scheduling is dekatherms per gas day in the United States, gigajoules per gas day in Canada and gigacalories per gas day in Mexico. (For reference 1 dekatherm = 1,000,000 Btu's; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm and between dekatherms and gigacalories is 0.251996 gigacalories per dekatherm. The standard Btu is the International Btu, which is also called Btu(IT); the standard joule is the joule specified in the SI system of units. See Footnote 1

Footnote 1 - The International Btu is specified for use in the gas measurement standards of the American Gas Association, the American Petroleum Institute, the Gas Processors Association and the American Society for Testing Materials. For non-commercial purposes, these associations note that the exact conversion factor is 1.05505585262 Gigajoules per Dekatherm.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-168-001

First Revised Sheet No. 34 First Revised Sheet No. 34 : Effective
Superseding: Original Sheet No. 34

GENERAL TERMS AND CONDITIONS

- 2.16 Total Heating Value. The term "total heating value," when applied to a cubic foot of gas, means the number of British thermal units produced by the combustion in a recording calorimeter, with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state.
- 2.17 Gas. The term "gas" shall mean natural gas of the quality specified in Section 9 of these General Terms and Conditions.
- 2.18 System Capacity. The term "system capacity" for purposes of scheduling receipts and deliveries shall mean the capacity available for transportation on Transporter's system that shall be determined by Transporter, to the best of its ability, by performing a computer simulation of the system, taking into account nominated Scheduled and Equivalent Quantities, the available facilities, the gas characteristics and the linepack gain or loss required for that day.
- 2.19 Delivery and Receipt Points.
- (a) The term "Delivery Point" shall mean a point at which Shipper or Shipper's Agent is authorized by the Transportation Service Agreement to take gas from Transporter.
 - (b) The term "Receipt Point" shall mean a point at which Shipper or Shipper's Agent is authorized to deliver natural gas to Transporter.
- 2.20 Business Day. The term "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-168-001

First Revised Sheet No. 35 First Revised Sheet No. 35 : Effective

Superseding: Original Sheet No. 35

GENERAL TERMS AND CONDITIONS

2.21 Input Quantities.

- (a) The term "Input Quantity" for each gas day at a Receipt Point shall be the quantity of natural gas which is delivered to Transporter at the Receipt Point by or on behalf of Shipper.
- (b) The term "Maximum Input Quantity" for a Receipt Point shall be the maximum quantity of natural gas per gas day which a Shipper under the FT Rate Schedule is entitled to request Transporter to receive on a firm basis at a Receipt Point for transportation under Shipper's Transportation Service Agreement (subject to adjustment for the Measurement Variance Gas Quantity) as set forth in the Transportation Service Agreement between Shipper and Transporter.
- (c) The term "Scheduled Input Quantity" for a Receipt Point shall be the Input Quantity which is nominated by Shipper and scheduled by Transporter for transportation service through such Receipt Point on a given gas day in accordance with Section 4 of these General Terms and Conditions.

2.22 Equivalent Quantities.

- (a) The term "Equivalent Quantity" shall be that quantity of natural gas to be made available on any gas day to or on behalf of Shipper at one or more Delivery Point(s), which quantity shall be the thermal equivalent of the sum of the Input Quantities delivered to Transporter at all Receipt Point(s) by or on behalf of Shipper on that gas day, adjusted for the Measurement Variance Gas Quantity.
- (b) The term "Maximum Equivalent Quantity" shall be the maximum quantity which Shipper may request Transporter to make available at each Delivery Point, as set forth in the Transportation Service Agreement between Shipper and Transporter.
- (c) The term "Scheduled Equivalent Quantity" for a Delivery Point shall be the portion of the Equivalent Quantity (not to exceed the Maximum Equivalent Quantity) which is nominated by Shipper and scheduled by Transporter for transportation service through such Delivery Point on a given gas day in accordance with Section 4 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff, or such other quantity as determined through application of said Section 4.

GENERAL TERMS AND CONDITIONS

- 2.23 Maximum Transportation Quantity. The term "Maximum Transportation Quantity" shall be the maximum quantity of gas that Shipper may provide to Transporter for redelivery at all Delivery Points on any day, as set forth in the Transportation Service Agreement between Shipper and Transporter.
- 2.24 Measurement Variance Gas Quantity. The "Measurement Variance Gas Quantity" shall be equal to the product of the applicable Measurement Variance Gas Factor and the Input Quantity. The Measurement Variance Gas Quantity includes fuel and lost and unaccounted for gas. In the event of a positive Measurement Variance Gas Quantity the sum of Shipper's Input Quantities shall be reduced by the Measurement Variance Gas Quantity to yield the sum of Shipper's Equivalent Quantities. In the event of a negative Measurement Variance Gas Quantity the sum of Shipper's Input Quantities shall be increased by the Measurement Variance Gas Quantity to yield the sum of Shipper's Equivalent Quantities.
- 2.25 Measurement Variance Gas Factor(MVGF). The Measurement Variance Gas Factor shall be the applicable percentage, determined on a monthly basis pursuant to this Section 2.25, to account for and recover lost and unaccounted for gas on Transporter's system. The monthly percentage shall be within the minimum and maximum percentages set forth in the applicable rate schedule. At least ten days prior to the beginning of each month ("Applicable Month"), Transporter will publish the Measurement Variance Gas Factor via its Web site. The monthly Measurement Variance Gas Factor shall be calculated in the following manner:

Receipts - Deliveries +/- Linepack Change +/- Prior Account

Forecasted Receipts For The Applicable Month

Where:

Receipts = Actual measured volumes received by Transporter at Receipt Points for transportation during the month ending one month prior to the Applicable Month ("Measurement Month").

Deliveries = Actual measured volumes delivered by Transporter to Delivery Points during the Measurement Month.

Effective Date: 11/02/1998 Status: Effective
FERC Docket: RP98-428-000

Third Revised Sheet No. 37 Third Revised Sheet No. 37 : Effective
Superseding: Second Revised Sheet No. 37

GENERAL TERMS AND CONDITIONS

Linepack Change = The change which occurred during the Measurement Month in linepack gas contained within Transporter's System, including changes due to company use of gas for fuel or otherwise.

Prior Account = Any measurement variance gas which has been over or under collected during the month prior to the Measurement Month.

Forecasted Receipts
For The Applicable

Month = The forecasted receipts for the month in which the measurement variance will be applied.

A positive Measurement Variance Gas Factor represents a loss in Transporter's Measurement Variance Gas. A negative Measurement Variance Gas Factor represents a gain in Transporter's Measurement Variance Gas.

2.26 Fuel Reimbursement.

- (a) Where fuel reimbursement is in kind, the standard fuel calculation mechanism, as this is related to the nomination process, should be $(1 - \text{fuel}\% / 100)$ multiplied by receipt quantity = delivery quantity.
- (b) For current in-kind fuel reimbursement procedures, fuel rates should be made effective only at the beginning of the month.

2.27 Nomination. The level of information required to define a nomination for communications purposes is a line item containing all defined components.

2.28 Intra-Day Nomination. The term "intra-day nomination" is a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas day and runs through the end of that gas day.

2.29 Data Elements. All trading partners should accept all GISB standard data elements. Usage should be characterized as either mandatory, conditional, sender's option, business conditional, and mutually agreeable.

Mandatory (M) means the data element (information) must be supplied in the transaction.

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-729-000

Ninth Revised Sheet No. 37A Ninth Revised Sheet No. 37A

Superseding: Eighth Revised Sheet No. 37A

GENERAL TERMS AND CONDITIONS

Conditional (C) means that the presence of data in a field is determined by the presence or lack of data in another field within the transmittal or related data sets.

Sender's option (SO) means that this element is optional for the sender to send and, if sent, the receiver should receive and process.

Business conditional (BC) means the data element is based on current variations in business practice. The business practice will be described herein, with an example. Over time, NAESB expects that as business practices are standardized, elements will move out of this category. Business Conditional elements which are not supported/required by the receiver will be acknowledged in the response document with a warning message code indicating that the data element was ignored by the receiver.

Mutually agreeable (MA) means that the data element is mutually agreed to between trading partners. It must be presented to NAESB for technical implementation. It does not, by its definition, create a NAESB standard business practice. Usage of this element in no way can be mandated for inclusion by either trading partner in order to achieve a level of service.

- 2.30 Critical Notices. The term "Critical Notices" should be defined to pertain to information on transportation service provider conditions that affect scheduling or adversely affect scheduled gas flow.
- 2.31 NAESB Standards. The term "NAESB Standards" shall mean the business practices, electronic communication, and data dictionary standards which were issued by the Wholesale Gas Quadrant (WGQ) of the North American Energy Standards Board (NAESB) and adopted by the Commission.

In addition to the NAESB standards incorporated within the text of other provisions of this FERC Gas Tariff, Tuscarora incorporates by reference the following standards by level of compliance:

NAESB Version 1.8

0.1.3; 0.2.1; 0.2.2; 0.2.3; 0.3.1; 0.3.2; 0.3.3; 0.3.4; 0.3.5;
0.3.6; 0.3.7; 0.3.9; 0.3.10; 0.3.11; 0.3.12; 0.3.13; 0.3.14; 0.3.15;
0.4.1; 1.1.3; 1.2.13; 1.2.14; 1.2.15; 1.2.16; 1.2.17; 1.2.18;
1.2.19; 1.3.1; 1.3.2; 1.3.3; 1.3.4; 1.3.5; 1.3.6; 1.3.7; 1.3.8;
1.3.9; 1.3.11; 1.3.13; 1.3.14; 1.3.15; 1.3.16; 1.3.17; 1.3.18;
1.3.19; 1.3.20; 1.3.21; 1.3.22; 1.3.23; 1.3.24; 1.3.25; 1.3.26;
1.3.27;

(Continued)

Effective Date: 07/01/2003 Status: Effective

FERC Docket: RP03-373-000

Fifth Revised Sheet No. 37B Fifth Revised Sheet No. 37B : Effective
Superseding: Fourth Revised Sheet No. 37B

GENERAL TERMS AND CONDITIONS

2.32 Operational Flow Order.

- (a) An operational flow order is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of the transportation service provider's system or to maintain operations required to provide efficient and reliable firm service. Whenever a Transportation Service Provider experiences these conditions, any pertinent order should be referred to as an Operational Flow Order.
- (b) The declaration to the affected parties of operational flow orders, critical periods, and/or critical notices should describe the conditions and the specific responses required from the affected parties.

2.33 Elapsed-Prorated-Scheduled Quantity.

Elapsed-prorated-scheduled quantity means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

2.34 Elapsed Prorata Capacity.

Elapsed Prorata Capacity means that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

2.35 Daily System Imbalance

- (a) The term "Daily System Imbalance" shall mean the difference on any given gas day, subject to adjustment for scheduled make-up quantities, between (a) the sum of the Scheduled Input Quantities under all of Shipper's Transportation Service Agreements at all Receipt Points at which Transporter receives quantities of gas for Shipper's account, exclusive of the applicable Measurement Variance Quantities, and (b) the sum of the Equivalent Quantities taken under all of Shipper's Transportation Service Agreements at all Delivery Points at which Transporter delivers gas for Shipper's account.
- (b) All Transportation Service Providers should allow Service Requesters (SRs) (including agents of SRs) to net imbalances within the same Operational Impact Area on and across contracts with the SR and to trade imbalances within the same Operational Impact Area.

2.36 Electronic Notice Delivery

Electronic Notice Delivery is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM.

Effective Date: 01/20/2004 Status: Effective

FERC Docket: RP00-487-002

Fourth Revised Sheet No. 37C Fourth Revised Sheet No. 37C : Superseded
Superseding: Third Revised Sheet No.37C

GENERAL TERMS AND CONDITIONS

- 2.37 Title. The term "Title," if not otherwise addressed in the transporter's contract or tariff, is the term used to identify the ownership of gas.
- 2.38 Operational Impact Area. "Operational Impact Area" is the term used to describe a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect.
- 2.39 Netting. "Netting" is the term used to describe the process of resolving imbalances for a Service Requester within an Operational Impact Area. There are two types of Netting:
- summing is the accumulation of all imbalances above any applicable tolerances for a Service Requester or agent.
 - offsetting is the combination of positive or negative imbalances above any applicable tolerances for a Service Requester or agent.
- 2.40 Critical Period
- (a) A critical period may be declared (1) when the system pressure on Transporter's pipeline system is falling and approaching a level, or is expected to fall and approach a level, that is at or below the minimum that Transporter considers necessary for system integrity or to fulfill its firm contractual obligations; or (2) when system pressure is rising and approaching a level, or is expected to rise and approach a level, at which Transporter may be unable to receive scheduled deliveries from interconnecting pipelines; or (3) at any other times when Transporter is unable, or anticipates that it may not be able, to fulfill its firm contractual obligations or otherwise when necessary to maintain the overall operational integrity of all or a portion of its system.
 - (b) Transporter shall advise Shippers on its system when the system is entering a critical period.
 - (c) Except for force majeure events and/or events or conditions which threaten the integrity of Transporter's system or Transporter's ability to meet its firm service obligations, Transporter will provide notice of the commencement of a critical period on its Internet Web site and by e-mail at least twenty-four (24) hours in advance of the implementation of the critical period ("Critical Period Notice"). This Critical Period Notice will identify the type of penalties that may be applicable during the critical period to prevent the impairment of reliable service.
- 2.41 PL Rate Schedule. The term "PL Rate Schedule" shall mean the PL Rate Schedule of Transporter's currently effective FERC Gas Tariff, as may be revised from time to time, or any superseding rate schedule(s).

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FERC Docket: RP09-302-000

Fourth Revised Sheet No. 37D Fourth Revised Sheet No. 37D

Superseding: Third Revised Sheet No. 37D

GENERAL TERMS AND CONDITIONS

- 2.42 Monthly Allocation. "Monthly Allocation" is the term used to describe the process where the Allocating Party performs the allocation process following each gas day.
- 2.43 Daily Allocation. "Daily Allocation" is the term used to describe the process where the Allocating Party performs the allocation process following each gas day.
- 2.44 Asset Manager. "Asset Manager" is a party that agrees to manage gas supply and delivery arrangements, including transportation and storage capacity, for another party. The Asset Manager uses released capacity to serve the gas supply requirements of the releasing shipper and, when the capacity is not needed for that purpose, uses the capacity to make releases or bundled sales to third parties.

3. REQUESTS FOR SERVICE/CREDIT EVALUATIONS

- 3.1 Qualifications for Service. All Shippers requesting transportation service must provide the information required by this Section 3 of the General Terms and Conditions and must complete a Service Request Form as described herein. A Service Request Form is attached as Sheet Nos. 130 through 136 to this Tariff. No request for service will be entered on Transporter's log, as required by Section 284.13 of the Commission's Regulations, until a completed Service Request Form has been provided to and validated by Transporter, Shipper has provided the information specified in this Section 3 of the General Terms and Conditions, and Shipper has provided a prepayment equal to one month's Reservation Charge (in the case of service under the FT Rate Schedule) or 30 times the Maximum Transportation Quantity requested times the maximum rate (in the case of service under the IT Rate Schedule). No service shall be rendered until the availability provisions of the applicable rate schedule have been satisfied.
- 3.2 Address. Requests for service should be directed to the following address:

Tuscarora Gas Transmission Company
Services and Contracts Coordinator
1400 SW Fifth Avenue, Suite 900
Portland, OR 97201

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Original Sheet No. 37A.01 Original Sheet No. 37A.01

2.31 NAESB Standards (Continued).

NAESB Version 1.8 (Continued)

1.3.28; 1.3.29; 1.3.30; 1.3.31; 1.3.32; 1.3.33; 1.3.34; 1.3.35;
1.3.36; 1.3.37; 1.3.38; 1.3.39; 1.3.40; 1.3.41; 1.3.42; 1.3.43;
1.3.44; 1.3.45; 1.3.46; 1.3.47; 1.3.48; 1.3.49; 1.3.50; 1.3.51;
1.3.52; 1.3.53; 1.3.54; 1.3.55; 1.3.56; 1.3.57; 1.3.58; 1.3.59;
1.3.60; 1.3.61; 1.3.62; 1.3.63; 1.3.64; 1.3.65; 1.3.66; 1.3.67;
1.3.68; 1.3.69; 1.3.70; 1.3.71; 1.3.72; 1.3.73; 1.3.74; 1.3.75;
1.3.76; 1.3.77; 1.3.79; 1.4.1; 1.4.2; 1.4.3; 1.4.4; 1.4.5; 1.4.6;
1.4.7; 2.1.5; 2.2.2; 2.2.3; 2.3.1; 2.3.2; 2.3.3; 2.3.4; 2.3.5;
2.3.6; 2.3.7; 2.3.8; 2.3.9; 2.3.10; 2.3.11; 2.3.12; 2.3.13; 2.3.14;
2.3.15; 2.3.16; 2.3.17; 2.3.18; 2.3.19; 2.3.20; 2.3.21; 2.3.22;
2.3.23; 2.3.25; 2.3.26; 2.3.27; 2.3.28; 2.3.31; 2.3.32; 2.3.33;
2.3.34; 2.3.35; 2.3.40; 2.3.41; 2.3.42; 2.3.43; 2.3.44; 2.3.45;
2.3.46; 2.3.47; 2.3.48; 2.3.49; 2.3.50; 2.3.51; 2.3.52; 2.3.53;
2.3.54; 2.3.55; 2.3.56; 2.3.57; 2.3.58; 2.3.59; 2.3.60; 2.3.62;
2.3.63; 2.3.64; 2.3.65; 2.4.1; 2.4.3; 2.4.4; 2.4.5; 2.4.6; 2.4.7;
2.4.8; 2.4.9; 2.4.10; 2.4.11; 2.4.12; 2.4.13; 2.4.14; 2.4.15;
2.4.16; 2.4.17; 2.4.18; 3.3.1; 3.3.2; 3.3.3; 3.3.4; 3.3.5; 3.3.6;
3.3.7; 3.3.8; 3.3.9; 3.3.10; 3.3.11; 3.3.12; 3.3.13; 3.3.14; 3.3.15;
3.3.16; 3.3.17; 3.3.18; 3.3.19; 3.3.20; 3.3.21; 3.3.22; 3.3.23;
3.3.24; 3.3.25; 3.3.26; 3.4.1; 3.4.2; 3.4.4; 4.1.40; 4.2.20; 4.3.1;
4.3.2; 4.3.3; 4.3.5; 4.3.16; 4.3.17; 4.3.18; 4.3.20; 4.3.22; 4.3.23;
4.3.24; 4.3.25; 4.3.26; 4.3.27; 4.3.28; 4.3.29; 4.3.30; 4.3.31;
4.3.32; 4.3.33; 4.3.34; 4.3.35; 4.3.36; 4.3.38; 4.3.39; 4.3.40;
4.3.41; 4.3.42; 4.3.43; 4.3.44; 4.3.45; 4.3.46; 4.3.47; 4.3.48;
4.3.49; 4.3.50; 4.3.51; 4.3.52; 4.3.53; 4.3.54; 4.3.55; 4.3.56;
4.3.57; 4.3.58; 4.3.59; 4.3.60; 4.3.61; 4.3.62; 4.3.65; 4.3.66;
4.3.67; 4.3.68; 4.3.69; 4.3.72; 4.3.73; 4.3.74; 4.3.75; 4.3.76;
4.3.78; 4.3.79; 4.3.80; 4.3.81; 4.3.82; 4.3.83; 4.3.84; 4.3.85;
4.3.86; 4.3.87; 4.3.89; 4.3.90; 4.3.91; 4.3.92; 4.3.93; 5.3.1;
5.3.2; 5.3.3; 5.3.4; 5.3.5; 5.3.7; 5.3.8; 5.3.9; 5.3.10; 5.3.11;
5.3.12; 5.3.13; 5.3.14; 5.3.15; 5.3.16; 5.3.17; 5.3.18; 5.3.19;
5.3.20; 5.3.21; 5.3.22; 5.3.23; 5.3.24; 5.3.25; 5.3.26; 5.3.27;
5.3.28; 5.3.29; 5.3.30; 5.3.31; 5.3.32; 5.3.33; 5.3.34; 5.3.35;
5.3.36; 5.3.37; 5.3.38; 5.3.39; 5.3.40; 5.3.41; 5.3.42; 5.3.43;
5.3.45; 5.3.46; 5.3.47; 5.3.48; 5.3.49; 5.3.50; 5.3.51; 5.3.52;
5.3.53; 5.3.54; 5.3.55; 5.3.57; 5.3.58; 5.3.59; 5.3.60; 5.4.1;
5.4.2; 5.4.3; 5.4.4; 5.4.5; 5.4.6; 5.4.7; 5.4.8; 5.4.9; 5.4.10;
5.4.12; 5.4.13; 5.4.14; 5.4.15; 5.4.16; 5.4.17; 5.4.18; 5.4.19;
5.4.20; 5.4.21; 5.4.22; 5.4.23 6.3.4; 6.5.4; 7.3.35; 10.1.1; 10.1.2;
10.1.3; 10.1.4; 10.1.5; 10.1.6; 10.1.7; 10.1.8; 10.1.9; 10.2.1;
10.2.2; 10.2.3; 10.2.4; 10.2.5; 10.2.6; 10.2.7; 10.2.8; 10.2.9;
10.2.10; 10.2.11; 10.2.12; 10.2.13; 10.2.14; 10.2.15; 10.2.16;
10.2.17; 10.2.18; 10.2.19; 10.2.20; 10.2.21; 10.2.22; 10.2.23;
10.2.24; 10.2.25; 10.2.26; 10.2.27; 10.2.28; 10.2.29; 10.2.30;
10.2.31; 10.2.32; 10.2.33; 10.2.34; 10.2.35; 10.2.36; 10.2.37;
10.2.38; 10.3.1; 10.3.2; 10.3.3; 10.3.4; 10.3.5; 10.3.6; 10.3.7;
10.3.8; 10.3.9; 10.3.10; 10.3.11; 10.3.12; 10.3.13; 10.3.14;
10.3.15; 10.3.16; 10.3.17; 10.3.18; 10.3.19; 10.3.20; 10.3.21;
10.3.22; 10.3.23; 10.3.24 and 10.3.25.

All NAESB standards incorporated within the text of other provisions of this FERC Gas Tariff are from NAESB Version 1.8.

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First Revised Sheet No. 38 First Revised Sheet No. 38 : Effective
Superseding: Original Sheet No. 38

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3.3 Information to be Included in Request for Service. Any request shall include the following:

- (a) Type of Service. A statement that Shipper is requesting firm reserved transportation service under the FT Rate Schedule or interruptible transportation service under the IT Rate Schedule as those services are defined in Section 2 hereof and in those rate schedules.
- (b) Receipt/Delivery Point(s). In the case of service under the FT Rate Schedule, the Primary Receipt Point(s) and Primary Delivery Point(s) for the requested transportation service.
- (c) Gas Quantities. In the case of firm service, the Maximum Input Quantity for which Shipper requests transportation service at each Receipt Point(s) and the Maximum Equivalent Quantity for which Shipper requests transportation service at each Delivery Point(s), stated in Dekatherms per gas day. In the case of both firm and interruptible service, the Maximum Transportation Quantity and the estimated total quantities for which Shipper is requesting transportation over the term of the Transportation Service Agreement stated in Dekatherms.
- (d) Term. The proposed commencement and termination dates of service.
- (e) Facilities. Identification and location of any facilities to be constructed or installed by any party which are necessary for receipt of gas by Transporter or for delivery to or utilization of gas by Shipper or direct or indirect customers of Shipper.

3.4 Credit Evaluation. In addition to the information outlined above, a prospective Shipper must provide the following information for credit evaluation:

- (a) a copy of Shipper's most recent audited financial statement;
- (b) a copy of Shipper's most recent 12 month audited financial statement or Annual Report and, if applicable, 10-K form;
- (c) a list of Shipper's affiliates, including parents and subsidiaries, if applicable; and

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FERC Docket: CP93-685-003

Original Sheet No. 39 Original Sheet No. 39 : Effective

GENERAL TERMS AND CONDITIONS

- (d) such other information as Transporter may reasonably require to assess Shipper's creditworthiness including, but not limited to, Shipper's credit history with other providers of natural gas service.

In the event Shipper cannot provide the information specified in this section, Shipper shall, if applicable, provide the requested information for its parent company. A prospective Shipper need not provide the information requested in this section if the Shipper prepays for service, posts a letter of credit, or obtains a guarantee in accordance with Section 3.5 hereunder.

3.5 Shipper's Creditworthiness. A Shipper will be considered creditworthy if it meets the following conditions:

- (a) Shipper's long-term unsecured debt securities, at the time it enters into a Transportation Service Agreement (or a precedent agreement therefor) and throughout the term thereof, are rated BBB or better by Standard & Poor's Corporation or Baa2 by Moody's Investor Service; or
- (b) For a Shipper requesting service under the FT Rate Schedule, the Shipper prepays for service or provides a letter of credit or surety bond for an amount equal to the sum of the Reservation Charge for a 12 month period and the Commodity Charge applicable to the proposed transportation service (assuming 100 percent load factor usage) for a three month period or for the duration of the contract, whichever is shorter, such letter of credit to be issued by a commercial bank or financial institution located in the United States whose long-term unsecured debt securities are rated A or better by Standard & Poor's Corporation, A or better by Dominion Bond Rating Service, or A2 or better by Moody's Investor Service, Inc.; or
- (c) For a Shipper requesting service under the IT Rate Schedule, the Shipper prepays for service or provides a letter of credit for an amount equal to the Commodity Charge applicable to the proposed transportation service multiplied by the Maximum Transportation Quantity requested for a three month period, such letter of credit to be issued by a commercial bank or financial institution located in the United States whose long-term unsecured debt securities are rated A or better by Standard & Poor's Corporation, A or better by Dominion Bond Rating Service, or A2 or better by Moody's Investor Service, Inc.; or

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FERC Docket: CP93-685-003

Original Sheet No. 40 Original Sheet No. 40 : Effective

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- (d) For a Shipper requesting service pursuant to the FT Rate Schedule, the Shipper provides a guarantee or other form of security to secure payment of an amount equal to the sum of the Reservation Charge applicable to the proposed transportation service for a 12 month period and the Commodity Charge applicable to the proposed transportation service (assuming 100 percent load factor usage) for a three month period, such guarantee or other security to be provided by an entity which meets the creditworthiness standards set forth in (a) above; or
- (e) For a Shipper requesting service pursuant to the IT Rate Schedule, the Shipper provides a guarantee or other form of security to secure payment of an amount equal to the Commodity Charge applicable to the proposed transportation service multiplied by the Maximum Transportation Quantity requested for a three month period, such guarantee or other security to be provided by an entity which meets the creditworthiness standards set forth in (a) above; or
- (f) Transporter determines, in its sole discretion reasonably exercised, that, based upon factors such as the quantity and character of service requested, Shipper's credit history with other providers of natural gas service, and any other factors that a reasonable party in Transporter's position might consider, Shipper represents a reasonable credit risk.

3.6 Commencement and Continuation of Service Subject to Creditworthiness. Transporter shall not be required to commence service on behalf of any Shipper who is insolvent unless the Shipper prepays or provides letters of credit or guarantees as provided in Sections 3.5(b) through (e) above. Transporter shall not be required to continue service to any person who has become insolvent (except where that term is used in reference to a Shipper against whom an involuntary petition in bankruptcy under 11 U.S.C. 303 has been filed, but as to whom no order for relief has been entered), unless the Shipper provides adequate assurance of payment within 20 days of an event of insolvency, as that term is used in, and in the form prescribed by, 11 U.S.C. 366, whether or not an order for relief has been entered under 11 U.S.C. 301 or 303 and whether or not the Bankruptcy Act of 1978 applies to the Shipper.

For purposes of this Section 3, the insolvency of a Shipper shall be evidenced by any one or more of the following:

- (i) the publication or release of any financial statement showing current assets to be less than current liabilities;

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FERC Docket: CP93-685-003

Original Sheet No. 41 Original Sheet No. 41 : Effective

GENERAL TERMS AND CONDITIONS

- (ii) the filing of an involuntary petition in bankruptcy under 11 U.S.C. 303;
 - (iii) the entry of an order for relief under Title 11, United States Code;
 - (iv) the filing, by the Shipper, of any pleading before a court of competent jurisdiction seeking the arrangement, adjustment, or composition of the Shipper's debts, including an assignment for the benefit of creditors, or, in the alternative, the publication by the Shipper of a request for the composition of its debts or the assignment of its assets for the benefit of its creditors;
 - (v) the involuntary or voluntary appointment of a receiver, liquidator, assignee, or trustee for all or any substantial part of the Shipper's assets by a court of competent jurisdiction, or the sequestration of all or any substantial portion of the Shipper's assets (notwithstanding the foregoing, this subsection (v) shall not be operative unless the order or decree continues in effect, unstayed, for a period of 20 consecutive days); or
 - (vi) the filing of any pleading before a court of competent jurisdiction seeking the dissolution of the Shipper or the winding-up of its affairs or its liquidation.
- 3.7 Validation of Service Request. Transporter shall evaluate the information offered in support of a request for service to determine whether there is adequate capacity to fulfill the request for service (in the case of requests for service under the FT Rate Schedule) and that the request for service is compatible with the operating conditions on Transporter's system. After validation of the information submitted by Shipper in support of a request for service, Transporter shall enter Shipper's request in Transporter's log, as required by Section 284.13 of the Commission's Regulations.
- 3.8 Transportation Service Agreement to be Executed. Within 30 days after Transporter accepts and validates a completed request for service under Section 3.7 above, Transporter shall tender to Shipper a Transportation Service Agreement. In the event the Transportation Service Agreement is not executed by Shipper and returned within 30 days after Transporter tenders such contract to Shipper, Shipper's request for transportation shall be null and void.

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FERC Docket: RP99-354-000

Fourth Revised Sheet No. 42 Fourth Revised Sheet No. 42 : Effective
Superseding: Third Revised Sheet No. 42

GENERAL TERMS AND CONDITIONS

- 3.9 Disposition of Prepayment. In the event Shipper's request for service is rejected by Transporter or withdrawn by Shipper prior to Transporter having tendered a Transportation Service Agreement, Shipper's prepayment shall be refunded with interest at the rate prescribed by Section 154.67(c) of the Commission's regulations or any successor regulation. In the event Shipper executes a Transportation Service Agreement, Shipper's prepayment shall be offset against the initial charges under the Transportation Service Agreement. In the event Shipper is tendered a Transportation Service Agreement and fails to execute and return it within 30 days, Transporter shall retain Shipper's prepayment.

4. NOMINATIONS, ALLOCATION OF CAPACITY AND POOLING

- 4.1 Nominations. Nominations may include Timely Nominations, Intra-Day Nominations, Overrun Nominations and/or Balancing Nominations.
- (a) All parties should support a seven-days-a-week, twenty-four-hours-a-day nominations process. It is recognized that the success of seven days a week, twenty-four hours a day nominations process is dependent on the availability of affected parties' scheduling personnel on a similar basis. Party contacts need not be at their ordinary work sites but should be available by telephone or beeper.
 - (b) All nominations should include shipper defined begin dates and end dates. All nominations excluding intra-day nominations should have roll-over options. Specifically, shippers should have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of shipper's contract.
 - (c) All nominations should be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.
 - (d) All nominations, including intra-day nominations, should be based on a daily quantity; thus, an intra-day nominator need not submit an hourly nomination. Intra-day nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the intra-day nomination, if not otherwise addressed in transporter's contract or tariff.
 - (e) At the end of each gas day, Transportation Service Providers should provide the final scheduled quantities for the just completed gas day. With respect to the implementation of this process via the 1.4x scheduled quantity related standards, Transportation Service Providers should send an end of gas day Scheduled Quantity document. Receivers of the end of gas day Scheduled Quantity document can waive the sender's sending of the end of gas day Scheduled Quantity document.

GENERAL TERMS AND CONDITIONS

- (f) Receiver of nomination initiates confirmation process. The party that would receive a Request For Confirmation or an unsolicited Confirmation Response may waive the obligation of the sender to send.
- (g) The sending party should adhere to nomination, confirmation, and scheduling deadlines. It is the party receiving the request who has the right to waive the deadline.
- (h)
 - (i) With respect to the timely nomination/confirmation process at a receipt or delivery point, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the confirmed quantity. If there is no responses to a Request For Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the previously scheduled quantity should be the new confirmed quantity.
 - (ii) With respect to the processing of requests for increases during the intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the previously scheduled quantity should be the new confirmed quantity.
 - (iii) With respect to the processing of requests for decreases during the intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity should be the new confirmed quantity.
 - (iv) With respect to 4.1 (h) i, ii, and iii, if there is no response to a request for confirmation or an unsolicited confirmation response, the Transportation Service Provider should provide the Service Requester with the following information to explain why the nomination failed, as applicable:
 - (1) the Service Requester's Transportation Service Provider did not conduct the confirmation;
 - (2) the Service Requester is told by its Transportation Service Provider that the upstream confirming party did not conduct the confirmation;
 - (3) the Service Requester is told by its Transportation Service Provider that the upstream Service Requester did not have the gas or submit the nomination;

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FERC Docket: RP02-471-001

Third Revised Sheet No. 42B Third Revised Sheet No. 42B : Effective
Superseding: Sub Second Revised Sheet No. 42B

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- (4) the Service Requester is told by its Transportation Service Provider that the downstream confirming party did not conduct the confirmation;
 - (5) the Service Requester is told by its Transportation Service Provider that the downstream Service Requester did not have the market or submit the nomination.
- (i) Nomination Cycles.
- (1) The Timely Nomination Cycle: 11:30 am (9:30 am PCT) for nominations leaving control of the nominating party; 11:45 am (9:45 am PCT) for receipt of nominations by the transporter (including from Title Transfer Tracking Service Providers (TTTSPs)); noon (10:00 am PCT) to send Quick Response; 3:30 pm (1:30 pm PCT) for receipt of completed confirmations by transporter from upstream and downstream connected parties; 4:30 pm (2:30 pm PCT) for receipt of scheduled quantities by shipper and point operator (central clock time on the day prior to flow).
 - (2) The Evening Nomination Cycle: 6:00 pm (4:00 pm PCT) for nominations leaving control of the nominating party; 6:15 pm (4:15 pm PCT) for receipt of nominations by the transporter (including from TTTSPs); 6:30 pm (4:30 pm PCT) to send Quick Response; 9:00 pm (7:00 pm PCT) for receipt of completed confirmations by transporter from upstream and downstream connected parties; 10:00 pm (8:00 pm PCT) for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow).

Effective Date: 10/01/2002 Status: Effective

FERC Docket: RP02-471-001

First Revised Sheet No. 42C First Revised Sheet No. 42C : Effective

Superseding: Sub Original Sheet No. 42C

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Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped should be effective at 9:00 A.M. (7:00 A.M. PCT) on gas day; and when an Evening Nomination causes another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped, the schedule quantities should be effective at 9:00 A.M. (7:00 A.M. PCT) on gas day.

- (3) The Intraday 1 Nomination Cycle: 10:00 am (8:00 am PCT) for nominations leaving control of the nominating party; 10:15 am (8:15 am PCT) for receipt of nominations by the transporter (including from TTTSPs); 10:30 am (8:30 am) to send Quick Response; 1:00 pm (11:00 am PCT) for receipt of completed confirmations by transporter from upstream and downstream connected parties; 2:00 pm (12:00 pm PCT) for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bump parties (notice to bumped parties), (central clock time on the gas day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 pm (3:00 pm PCT) on gas day.
- (4) The Intraday 2 Nomination Cycle: 5:00 pm (3:00 pm PCT) for nominations leaving control of the nominating party; 5:15 pm (3:15 pm PCT) for receipt of nominations by the transporter (including from TTTSPs); 5:30 pm (3:30 pm PCT) to send Quick Response; 8:00 pm (6:00 pm PCT) for receipt of completed confirmations by transporter from upstream and downstream connected parties; 9:00 pm (7:00 pm PCT) for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators (central clock time on the gas day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 pm (7:00 pm PCT) on gas day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

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FERC Docket: RP02-471-001

First Revised Sheet No. 42D First Revised Sheet No. 42D : Effective

Superseding: Sub Original Sheet No. 42D

GENERAL TERMS AND CONDITIONS

For purposes of 4.1(i) (2), (3) and (4), "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

- (5) The Timely Nomination/Intraday Nomination Model established in GISB Standard 1.3.2 (vi) is incorporated by reference.
- (6) Nominations received after nomination deadline should be scheduled after the nominations received before the nomination deadline.
- (j) Intraday Nominations.
 - (1) All transportation service providers should allow for intra-day nominations.
 - (2) Intraday nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas.
 - (3) Intra-day nominations do not rollover (i.e. intra-day nominations span one day only). Intra-day nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if intra-day nomination modifies existing nomination.
 - (4) Intra-day nominations may be used to nominate market.
 - (5) Transporter will schedule Intraday Nominations on a reasonable efforts basis, subject to available pipeline capacity, supply availability, and upstream/downstream pipeline confirmations, provided that scheduled quantities for other Shippers will not be adversely affected.

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FERC Docket: RP05-415-000

First Revised Sheet No. 42E First Revised Sheet No. 42E : Effective
Superseding: Original Sheet No. 42E

GENERAL TERMS AND CONDITIONS

- (6) For services that provide for intraday nominations and scheduling there is no limitation as to the number of intraday nominations (line items as per NAESB WGQ Standard 1.2.1) which a Service Requester may submit at any one standard nomination cycle or in total across all standard nomination cycles.
- (k) Bumping.
- Transporter will give scheduling priority to firm nominations submitted during the Evening Nomination and Intraday 1 Nomination Cycles over previously nominated and scheduled volumes for interruptible services. The Elapsed-Prorated-Scheduled Quantity process will apply to those nominations bumped in the Intraday 1 Nomination Cycle.
- Interruptible Shippers that are bumped will be provided a notice of bumping along with a notice stating whether penalties shall apply on the day their volumes are reduced. Bumping Notice Statements will be provided in the same manner as OFO Notices. In addition, Bumping Notice Statements will be sent through internet E-Mail or direct notification to a Shipper's URL address.
- Transporter will waive non critical penalties for bumped shippers on the day of the bump.
- (l) Balancing Nominations.
- Shipper or Shipper's Agent will nominate to Transporter the quantity of natural gas in dekatherms to be used to balance Receiving Party Imbalances and/or Shipper Imbalances, and will schedule such balancing gas in accordance with Transporter's nomination procedures, subject to available capacity. To the extent capacity is unavailable to meet all imbalance makeup requests, Transporter will allocate available capacity pro rata based on balancing nominations.
- (m) Authorized Overrun Nominations.
- (1) Overrun quantities should be requested on a separate transaction.

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FERC Docket: RP98-428-002

Original Sheet No. 42F Original Sheet No. 42F : Effective

GENERAL TERMS AND CONDITIONS

- (2) Shipper will nominate to Transporter the quantity of natural gas subject to the MVGQ in dekatherms to be scheduled and transported in excess of such Shipper's rights to throughput capacity or receipt or delivery point capacity. Such Authorized Overrun Nominations will be scheduled in accordance with Transporter's Nomination procedures, subject to available capacity. To the extent capacity is unavailable to meet all Authorized Overrun Nomination requests, authorized overrun service will be treated as interruptible, and interruption of authorized overrun service will be consistent with Section 4.2 of Transporter's Tariff.

GENERAL TERMS AND CONDITIONS

4.2 Allocation of Capacity. On each day Transporter shall determine:

- (a) the total quantities which all Shippers have nominated to be received on that day;
- (b) the total quantities which all Shippers have nominated to be delivered on that day; and
- (c) Transporter's System Capacity.

If due to any cause whatsoever Transporter is unable on any day to satisfy all nominations for transportation service made pursuant to the procedures in Section 4.1 above, then Transporter shall allocate available transportation capacity according to the following procedure:

- (i) First, Transporter shall accept all nominations for service under Transportation Service Agreements under the FT Rate Schedule, including nominations of transportation quantities constituting corrective action pursuant to Section 6 of the General Terms and Conditions, up to the Maximum Transportation Quantity contained in such Transportation Service Agreements, beginning with nominations for service to a Shipper's primary delivery point, followed by nominations to a secondary delivery which is within the Shipper's firm transportation path, and finally nominations to a secondary delivery which is outside the Shipper's firm transportation path; and, to the extent capacity remains,
- (ii) Second, Transporter shall accept all nominations for service under the IT Rate Schedule and for Authorized Overrun Quantities in order of the unit rate at which service is to be performed, starting with the unit rate that represents the highest percentage of the maximum applicable rate. Transporter shall allocate the capacity available among Shippers paying the same rate on a first-come, first-served basis in accordance with the date service was requested. Among Shippers who initially requested service on the same day service shall be allocated pro rata on the basis of Shipper's nominations.
- (iii) Third, Transporter shall accept all nominations for service under the PL Rate Schedule in order of the unit rate at which service is to be performed, starting with the unit rate that represents the highest percentage of the maximum applicable rate. If two or more Shippers are paying the same rate for the same service under this rate schedule, service shall be scheduled pro-rata on the basis of Shipper's nominated quantities.

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FERC Docket: RP02-471-000

Second Revised Sheet No. 44 Second Revised Sheet No. 44 : Effective
Superseding: First Revised Sheet No. 44

GENERAL TERMS AND CONDITIONS

4.3 POOLING POINT(S) .

- (a) If requested by a shipper or supplier on a transportation service provider's system, the transportation service provider should offer at least one pool.
- (b) The term "Pooling" shall mean 1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or 2) the dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points.
- (c) Deliveries from receipt points should be able to be delivered directly into at least one pool and delivery points should be able to receive quantities from at least one pool, excluding non-contiguous facilities.
- (d) Priority rights of the Downstream Shipper will be utilized for scheduling and curtailing service at Pools. Transporter will maintain priorities of service during the curtailment process by requesting the Upstream Shipper to identify, in writing, which volumes are being delivered to which Downstream Shipper at said Pool. If such identification is not provided, all gas nominated by the Upstream Shipper into said Pool will be allocated pro rata.
- (e) No transportation commodity charge, fuel losses, or Measurement Variance Gas Factor (MVGf) will apply to quantities of gas nominated to a Pool from Receipt Point(s).
- (f) A Shipper transporting gas from a Pool to any Delivery Point(s) will incur fuel losses, Measurement Variance Gas Factor (MVGf), and mainline transportation commodity charges applicable to its Transportation Service Agreement.
- (g) The total confirmed quantity to be received into a Pool for a specific Shipper will be scheduled only if an equivalent quantity is confirmed to be delivered out of the Pool. No imbalances will be permitted at the Pools.

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FERC Docket: RP00-487-003

Substitute First Revised Sheet No. 45 Substitute First Revised Sheet No. 45 : Effective
Superseding: Original Sheet No. 45

GENERAL TERMS AND CONDITIONS

5. CURTAILMENT

In the event that System Capacity becomes inadequate to provide previously scheduled service, and the provisions of Section 6.3 have been invoked without the necessary corrective action by Shipper, Transporter shall curtail service as follows:

- (a) First, Transporter shall curtail parking and landing service to Shippers receiving service under the PL Rate Schedule in the order of the unit rate at which the service is being performed, beginning with the unit rate that represents the lowest percentage of the maximum applicable rate. Among Shippers paying the same rate for service under this rate schedule, service will be curtailed pro-rata on the basis of scheduled quantities, and
- (b) Second, Transporter shall curtail Authorized Overrun Quantities and service to those Shippers receiving service under the IT Rate Schedule in the order of the unit rate at which the service is being performed, beginning with the unit rate that represents the lowest percentage of the maximum applicable rate. Transporter shall allocate capacity among Shippers paying the same rate on a first-come, first-served basis in accordance with the date on which service was requested. Among Shippers having the same first-come, first served priority, service will be curtailed pro rata on the basis of scheduled quantities; and
- (c) Third, Transporter shall curtail service to Shippers receiving service under the FT Rate Schedule pro rata on the basis of Maximum Transportation Quantities.

GENERAL TERMS AND CONDITIONS

6. BALANCING, ADHERENCE TO SCHEDULING, AND CONTRACT OVERRUNS

6.1 Shipper's Obligations.

- (a) Shipper shall endeavor to monitor and, if necessary, adjust deliveries and receipts of gas in order to maintain a daily balance of deliveries and receipts. Transporter shall not be obligated to receive gas in excess of the Scheduled Input Quantities, nor shall Transporter be obligated to deliver to Shipper at the Delivery Point(s) quantities in excess of Scheduled Equivalent Quantities. Shipper shall maintain receipts at levels at or below the Maximum Input Quantities (as adjusted for the Measurement Variance Gas Quantity) and its Maximum Equivalent Quantities. Transporter will monitor, to the extent practicable, deliveries and receipts for each transportation transaction and, based upon information available, advise Shipper of any imbalance situation which has occurred or may occur unless corrective action is taken. Upon notification, Shipper shall endeavor to adjust deliveries and receipts to avoid any imbalance. Any adjustment to deliveries and receipts by Shipper, whether or not pursuant to notification from Transporter, shall be coordinated with Transporter's Gas Administration Department and shall be in accordance with the nomination and scheduling procedures set forth in Section 4 above.
- (b) If Shipper fails to maintain a balance of deliveries and receipts, inaccurately schedules deliveries and receipts, or exceeds its Maximum Input Quantity or its Maximum Equivalent Quantity, then, in addition to all other charges owing, Transporter shall impose all of the applicable imbalance, scheduling and overrun charges set forth in this section, as applicable.

6.2 Scheduling Penalty.

- (a) Receipt Point Scheduling. If during a Critical Period, as defined in Section 2.40, Shipper delivers a quantity of gas to Transporter at any Receipt Point which exceeds or falls short of the Scheduled Input Quantity for such Receipt Point by the greater of five percent or 400 Dth, then for all quantities in excess of or which fall short of the Scheduled Input Quantity by more than the greater of five percent or 400 Dth of the Scheduled Input Quantity for such Receipt Point, Shipper shall pay Transporter a penalty equal to the maximum IT Rate Schedule rate.

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FERC Docket: RP00-487-003

Substitute Second Revised Sheet No. 47 Substitute Second Revised Sheet No. 47 : Effective
Superseding: First Revised Sheet No. 47

GENERAL TERMS AND CONDITIONS

- (b) Delivery Point Scheduling. If during a Critical Period, as defined in Section 2.40, Shipper takes delivery of a quantity of gas from Transporter at any Delivery Point which exceeds or falls short of the Scheduled Equivalent Quantity for such Delivery Point by the greater of five percent or 400 Dth, then for all quantities in excess of or which fall short of the Scheduled Equivalent Quantity for such Delivery Point, Shipper shall pay Transporter a penalty equal to the maximum IT Rate Schedule rate.
- (c) On any day on which Shipper may be liable for Scheduling Penalties under both Sections 6.2(a) and 6.2(b) above, Transporter shall impose on Shipper only the greater of the two penalties.

6.3 Balancing Penalty.

If during a Critical Period, as defined in Section 2.40, the cumulative Daily System Imbalance is in excess of or deficient by the greater of 400 Dth or five percent of the Equivalent Quantities taken by Shipper at the Delivery Point(s), Transporter shall provide Shipper notification as provided in Section 2.40. In the event shipper fails to agree upon the appropriate corrective action to be implemented with Transporter or fails to initiate the corrective action mutually agreed upon by Shipper and Transporter within the period provided, Transporter shall charge Shipper a daily penalty equal to the maximum applicable rate under the IT Rate Schedule per Dth for the cumulative Daily System Imbalance in excess of or deficient by the greater of five percent of the Equivalent Quantities taken by Shipper at the Delivery Points or 400 Dth.

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FERC Docket: RP00-487-002

Sixth Revised Sheet No. 48 Sixth Revised Sheet No. 48 : Effective
Superseding: Fifth Revised Sheet No. 48

GENERAL TERMS AND CONDITIONS

- 6.4 Unauthorized Contract Overrun Penalty. If during a Critical Period, as defined in Section 2.40, Shipper takes delivery of a quantity of gas from Transporter at any Delivery Point which exceeds Shipper's Maximum Equivalent Quantity at such Delivery Point by two percent, then Shipper shall pay to Transporter \$2.50 for each Dth up to 50 Dth in excess of the applicable Maximum Equivalent Quantity, and \$25.00 per Dth for any additional quantity of Unauthorized Daily Overrun taken by Shipper at such Delivery Point.
- 6.5 Operational Balancing Agreement.
- (a) An OBA is a contract between two parties which specifies the procedures to manage operating variances at an interconnect.
 - (b) There is no need to submit predetermined allocations if a transportation service provider has an OBA in effect for a point.
 - (c) There is no need to submit predetermined allocations if a transportation service provider has an OBA in effect for a point
 - (d) Transporter will enter into an Operational Balancing Agreement (OBA) with the Receiving Party. The Receiving Party is the downstream pipeline or local distribution company (LDC) that takes delivery of the gas at the Delivery Point for its own account and/or the account of its transportation customers. The Receiving Party will be responsible for any imbalances at the Delivery Points and for any scheduling and/or balancing penalties resulting from these imbalances.
- 6.6 Penalty Provisions Inapplicable.

No imbalance penalty should be imposed when a prior period adjustment applied to the current period causes or increases a current month penalty.

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Third Revised Sheet No. 48A Third Revised Sheet No. 48A : Effective
Superseding: First Revised Sheet No. 48A

GENERAL TERMS AND CONDITIONS

- 6.7 Imbalance Trading. Tuscarora will allow Shippers to trade cumulative Daily System Imbalances that are offsetting such that the cumulative Daily System Imbalance for each Shipper would be reduced to a quantity closer to zero
- (a) Authorizations to Post Imbalances that are received by the Transportation Service Provider by 11:45 a.m. (9:45 a.m. PCT) should be effective by 8:00 a.m. (6:00 a.m. PCT) the next business day (central clock time). Imbalances previously authorized for posting should be posted on or before the ninth business day of the month.
 - (b) Transportation Service Providers should provide the ability to post and trade imbalances until at least the close of the seventeenth business day of the month.
 - (c) Transportation Service Providers should provide the ability to view and, upon request, download posted imbalances.
 - (d) Imbalances to be posted for trading should be authorized by the Service Requester.
 - (e) Transportation Service Providers should not be required to post zero imbalances.
 - (f) When trading imbalances, a quantity should be specified.
 - (g) Transportation Service Providers should enable the imbalance trading process by:
 - Receiving the Request for Imbalance Trade,
 - Receiving the Imbalance Trade Confirmation,
 - Sending the Imbalance Trade Notification, and
 - Reflecting the trade prior to or on the next monthly Shipper Imbalance or cashout.

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FERC Docket: RP02-471-000

Original Sheet No. 48B Original Sheet No. 48B : Effective

GENERAL TERMS AND CONDITIONS

- (h) Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by the Transportation Service Provider.
- (i) To account for any imbalance remaining after imbalance trading and cashout, where the Transportation Service Provider (TSP) associates such imbalance with a contract, a Service Requester (SR) and the TSP should agree to designate one of the SR's valid contracts in the Operational Impact Area where the original imbalance occurred, for such purpose.
- (j) After receipt of an Imbalance Trade Confirmation, the Transportation Service Provider should send the Imbalance Trade Notification to the initiating trader and the confirming trader no later than noon (central clock time) (10:00 a.m. PCT) the next business day.
- (k) Netting, posting and trading of imbalances should be accomplished based on the Transportation Service Provider's (TSP) current method for accounting for imbalances and does not require TSPs to institute daily imbalance procedures, if they are not already present on the TSP's system.

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First Revised Sheet No. 49 First Revised Sheet No. 49 : Effective
Superseding: Original Sheet No. 49

GENERAL TERMS AND CONDITIONS

6.8 Penalty Provisions Not Exclusive. Nothing in this Section 6 shall limit Transporter's right to take such action as may be required to adjust deliveries or receipts in order to alleviate conditions which threaten the integrity of its system, nor prevent Transporter from exercising any other legal remedies which may be available. In the event that Transporter reasonably determines that Shipper's receipts or deliveries must be adjusted in order to alleviate a threat to the integrity of Transporter's system, and Shipper fails after reasonable notice to implement the action prescribed by Transporter to alleviate the threat to system integrity, then during a Critical Period Transporter may assess a penalty equal to two times the maximum IT Rate Schedule rate per MMBtu by which Shipper's receipts or deliveries exceed the level specified by Transporter. This penalty is in addition to all other remedies Transporter may have.

7. DELIVERY AND RECEIPT POINTS

7.1 Receipt Points. Transporter shall make available to each Shipper under the FT Rate Schedule one or more Primary Receipt Points, the exact number and location to be determined by mutual Agreement between Transporter and Shipper. The Primary Receipt Point(s) at which Transporter will accept gas from Shipper or for Shipper's account shall be those set forth in the Transportation Service Agreement between Transporter and Shipper. The Transportation Service Agreement shall also set forth the Maximum Input Quantity and minimum receipt pressures applicable to each such Primary Receipt Point. Subject to the availability of capacity, all other receipt points shall be available as Alternate Receipt Point(s) provided that the sum of all Input Quantities at all primary and alternate Receipt Points shall not exceed Shipper's Maximum Transportation Quantity adjusted for the Measurement Variance Gas Quantity. In the event that nominations by FT Rate Schedule Shippers for receipts at an Alternate Receipt Point exceed the capacity available at that Receipt Point, the available capacity shall be allocated pro rata on the basis of the portion of each Shipper's Maximum Transportation Quantity that has not been scheduled for receipt at other points. Subject to the availability of capacity, all Receipt Points shall then be available to Shippers under the IT Rate Schedule.

7.2 Additions and Deletions of Primary Receipt Points. The Transportation Service Agreement between Transporter and Shipper may be revised from time to time in order to reflect additions or deletions of Primary Receipt Points or changes in the Maximum Input Quantities or minimum receipt pressures applicable to such

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Primary Receipt Points. Additions or deletions of Primary Receipt Points and changes in the Maximum Input Quantities or receipt pressures applicable to Primary Receipt Points hereunder shall not be considered new transactions if Shipper's Maximum Transportation Quantity is not increased.

- 7.3 Delivery Points. Transporter shall make available to each Shipper under the FT Rate Schedule one or more Primary Delivery Points, the exact number and location to be determined by mutual agreement between Transporter and Shipper. The Primary Delivery Point(s) at which Transporter will make gas available to or on behalf of Shipper shall be those set forth in the Transportation Service Agreement between Transporter and Shipper. The Transportation Service Agreement shall also set forth the Maximum Equivalent Quantity and maximum and minimum delivery pressures applicable to each such Primary Delivery Point. Subject to the availability of capacity, all other delivery points shall be available as Alternate Delivery Point(s) provided that the sum of all deliveries at all Primary and Secondary Points does not exceed Shipper's Maximum Transportation Quantity. In the event that nominations by FT Rate Schedule Shippers for deliveries at an Alternate Delivery Point exceed the capacity available at that Delivery Point, the available capacity subject to Section 4.2(c)(i) shall be allocated pro rata on the basis of the portion of each Shipper's Maximum Transportation Quantity that has not been scheduled for delivery at other points. Subject to the availability of capacity, all Delivery Points shall then be available to Shippers under the IT Rate Schedule.
- 7.4 Additions and Deletions of Primary Delivery Points. The Transportation Service Agreement between Transporter and Shipper may by mutual consent be revised from time to time in order to reflect additions or deletions of Primary Delivery Points or changes in the Maximum Equivalent Quantities or minimum delivery pressures applicable to such Primary Delivery Points. Additions or deletions of Primary Delivery Points and changes in the Maximum Equivalent Quantities or delivery pressures applicable to Primary Delivery Points hereunder shall not be considered new transactions if Shipper's Maximum Transportation Quantity is not increased.
- 7.5 Primary Receipt and Delivery Points To Be Added Only Where Capacity Available. Transporter will agree to add a Primary Delivery Point or Primary Receipt Point for service under a Transportation Service Agreement under the FT Rate Schedule only to the extent sufficient firm capacity is available at that point.

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Superseding: Original Sheet No. 51

GENERAL TERMS AND CONDITIONS

8. UNIFORM PRESSURE AND QUANTITY

- 8.1 Delivery Pressure to Receipt Point. The delivery pressure of natural gas delivered to Transporter by or for the account of Shipper at a Receipt Point shall not be less than the minimum pressure set forth for the Receipt Point in the Transportation Service Agreement between Transporter and Shipper.
- 8.2 Delivery Pressure to Delivery Point. The delivery pressure of natural gas made available by Transporter to or on behalf of Shipper at a Delivery Point shall not be less than the minimum pressure set forth for each Delivery Point in the Transportation Service Agreement between Transporter and Shipper, nor shall Transporter be obligated to make deliveries at pressures greater than those set forth in the Transportation Service Agreement.
- 8.3 Uniform Quantities. Shipper shall deliver to Transporter and take from Transporter gas in uniform hourly quantities during any day; provided, however, that Transporter shall permit Shippers under the FT Rate Schedule to take hourly deliveries of gas at rates equal to 6 percent of the Maximum Transportation Quantity for up to three consecutive hours twice in any 24 hour period; provided, however, that the second three hour period shall not begin less than eight hours after the end of the first three hour period; provided that hourly deliveries by Shipper at the Receipt Point are at 1/24 of the scheduled quantity; and provided that hourly deliveries to any Delivery Point at which gas from Transporter is used primarily for electric generation shall not exceed 1/24 of the scheduled quantity applicable to that point. Departure from uniform hourly quantities shall be allowed on a best efforts basis only. Nothing hereunder shall authorize Shipper to take a quantity of gas in excess of its Maximum Transportation Quantity.

9. QUALITY

- 9.1 Gas delivered by Shipper to Transporter at the Receipt Point(s) and gas delivered to Shipper by Transporter at the Delivery Point(s), shall conform to the specifications set forth in this Section 9.
- 9.2
- (a) Heating Value. The gas shall be natural gas having a total heating value of not less than 975 Btus per cubic foot.

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Original Sheet No. 52 Original Sheet No. 52 : Effective

GENERAL TERMS AND CONDITIONS

(b) Freedom From Objectionable Matter. The gas shall be commercially free (at prevailing pressure and temperature) from sand, dust, gums, crude oil, impurities and other objectionable substances which might interfere with its transmission through pipelines or its commercial utilization or which may cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which it flows.

(c) The gas shall not contain levels of the following contaminants higher than the levels specified below:

- (i) Sulfur/Hydrogen Sulfide. Not more than ten grains of total sulfur per 100 cubic feet nor more than one-quarter grain of hydrogen sulfide per 100 cubic feet;
- (ii) Oxygen. Not more than four-tenths of one percent by volume of oxygen, provided that Shipper shall make every reasonable effort to keep the gas free of oxygen;
- (iii) Carbon Dioxide. Not more than two percent by volume of carbon dioxide;
- (iv) Entrained Water. Not more than four pounds of entrained water per 1,000,000 cubic feet, at a pressure base of 800 pounds per square inch and a temperature of 15 degrees Fahrenheit as determined by a dew-point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon; and
- (v) Polychlorinated Biphenyl (PCB). No measurable quantity of PCB utilizing the best available measurement technology.

(d) Temperature. The natural gas shall have a temperature of not more than 110 degrees Fahrenheit.

9.3 Quality Tests.

(a) Upon reasonable notice from Transporter, Shipper shall conduct or cause to be conducted such tests as are required to determine whether gas tendered by Shipper to Transporter is in conformance with the specifications set forth in this Section 9. Upon reasonable notice from Shipper, Transporter shall conduct such tests as are required to determine whether gas redelivered by Transporter to Shipper at the Delivery Point(s) is in conformance with the specifications set forth in this Section 9.

GENERAL TERMS AND CONDITIONS

(b) The gross heating value of gas delivered hereunder shall be determined from read-outs of continually operating measurement instruments. The method shall consist of one or more of the following:

- (1) calorimeter;
- (2) gas chromatograph;
- (3) any other method mutually agreed upon by the parties.

Measurement of gross heating value with the calorimeters shall comply with the standards set forth in the American Society for Testing and Materials' ASTM D 1826-83 or any subsequent revisions. Analysis of gas with gas chromatographs shall comply with the standards set forth in ASTM D 1945-81 or any subsequent revisions. Calculation of the gross heating value from compositional analysis by gas chromatography shall comply with the standards set forth in ASTM D 3588-81 or any subsequent revisions. Transporter or its agent shall calibrate and maintain the gross heating value measurement device at intervals as agreed upon by Transporter and Shipper. Shipper shall have access to Transporter's devices and shall be allowed to inspect the devices and all charts or other records of measurement at any reasonable time.

(c) Tests shall be made to determine the total sulfur, hydrogen sulfide, carbon dioxide and oxygen content of the gas, by approved standard methods in general use in the gas industry, and to determine the hydrocarbon dew-point and water vapor content of such gas by methods satisfactory to the parties. Tests shall be made frequently enough to ensure that the gas is conforming continuously to the quality requirements.

9.4 Failure to Conform to Specifications. If the gas offered for delivery to Transporter at the Receipt Point(s) or made available to or on behalf of Shipper at the Delivery Point(s) by Transporter shall fail at any time to conform to any of the specifications set forth in Sections 9.1, 9.2 or 9.3, then the party receiving such gas (the "receiving party") shall notify the other party (the "tendering party") of such deficiency and thereupon the receiving party may at its option refuse to accept such gas pending correction by the tendering party. Upon the tendering party's failure promptly to remedy any deficiency the receiving party may accept such gas and may make changes necessary to bring such gas into conformity with such specifications, and the tendering party shall reimburse the receiving party for any reasonable expense incurred by it in effecting such changes. In no event shall the failure of any gas offered for delivery to Transporter by Shipper or for Shipper's account to

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First Revised Sheet No. 54 First Revised Sheet No. 54 : Effective
Superseding: Original Sheet No. 54

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conform to any of the specifications set forth in Sections 9.1, 9.2 or 9.3 relieve Shipper of Shipper's obligation to pay Transportation Reservation Charges, if applicable. In no event shall the failure of any gas made available to or on behalf of Shipper at any Delivery Point(s) to conform to any of the specifications set forth in Sections 9.1, 9.2 or 9.3 relieve Shipper of Shipper's obligation to pay the Transportation Commodity Charges and, if applicable, Transportation Reservation Charges.

10. MEASUREMENT

The volume and the total heating value of the gas delivered to Transporter at the Receipt Point(s) and made available to or on behalf of Shipper at the Delivery Point(s) shall be determined as follows:

- 10.1 Unit of Measurement. The unit of gas, for the purpose of measurement, shall be one Mcf.
- 10.2 Heating Value Per Cubic Foot. The total heating value of the gas per cubic foot shall be determined for any month by taking the weighted average of the heating values as recorded each day by a calorimeter or as determined by chromatographic analysis of a sample of gas collected daily during the month, or any other method mutually agreed upon by Shipper and Transporter.
- 10.3 Determination of Dekatherms Delivered. The dekatherms delivered shall be determined by multiplying the Mcf delivered by the ratio of the Btu per cubic foot delivered to 1,000. For purposes of this determination, the specific gravity and heating value shall be determined at approximately the same time.
- 10.4 Determination of Temperature. The temperature of the gas passing through each meter shall be determined for any day by the continuous use of a recording thermometer so installed that it may properly record the temperature of the gas flowing through each meter. The arithmetical average of the temperature recorded each day shall be used in computing gas quantities.
- 10.5 Specific Gravity. The specific gravity of the gas shall be determined by the use of a recording gravitometer, which shall be checked at least once each month, or any other method mutually agreed upon by Shipper and Transporter.

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Original Sheet No. 55 Original Sheet No. 55 : Effective

GENERAL TERMS AND CONDITIONS

10.6 Deviation From Boyle's Law. The deviation of the natural gas from Boyle's Law shall be determined by the use of the table of formulas published by the American Gas Association Par Research Project NX-19 corrected for carbon dioxide and nitrogen, or any superseding applicable tables published by the American Gas Association. Determinations of the molecular percentage of N₂ and CO₂ in the gas shall be made within 30 days after commencement of deliveries and at least quarterly thereafter. The molecular percentage of N₂ and CO₂ thus determined will be used to determine the supercompressibility factors during the ensuing period, with corrections for specific gravity, temperature and pressure.

11. MEASURING EQUIPMENT

11.1 Measuring Station. Transporter will install, maintain and operate at or near the Delivery Point(s), a measuring station properly equipped with meters, and other necessary measuring equipment by which the volume of natural gas made available to or on behalf of Shipper shall be measured and determined in accordance with Section 9 of these General Terms and Conditions.

- (a) Orifice Meters. Orifice meters, if used, shall be installed, and gas quantities computed, in accordance with American National Standard Bulletin ANSI/API 2530, Orifice Metering Of Natural Gas, dated June 1979, and any modification and amendments thereof, and shall include the use of flange connections and straightening vanes.
- (b) Diaphragm or Turbine Meters. Diaphragm or turbine meters, if used, shall be installed, and gas quantities computed, in accordance with generally accepted industry practices.
- (c) Electronic Flow Computers. Electronic or other types of flow computers, if used, shall be installed, and quantities calculated in accordance with generally accepted industry practices.
- (d) New Measurement Techniques. If at any time a new method or technique is developed with respect to gas measurement or the determination of the factors used in such gas measurement, such new method or technique may be substituted upon receipt of Commission authorization or in accordance with generally accepted industry practices.

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- 11.2 Check Measuring Equipment. Shipper may install, maintain and operate, at its own expense, downstream of the Delivery Point, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Transporter's measuring equipment.
- 11.3 Right to be Present. Transporter and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas under any Transportation Service Agreement between Transporter and Shipper. Either party shall give the other reasonable advance notice of such activities with respect to meters. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefor, for inspection and verification, subject to return within 30 days after receipt thereof.
- 11.4 Care Required. All installations of measuring equipment applying to or affecting deliveries of gas shall be made in such a manner as to permit an accurate determination of the quantity of gas delivered and ready verification of the accuracy of measurement. Reasonable care shall be exercised by both parties in the installation, maintenance and operation of pressure regulating equipment so as to prevent any inaccuracy in the determination of the volume of gas delivered under any Transportation Service Agreement.
- 11.5 Calibration and Testing of Meters. The accuracy of Transporter's measuring equipment shall be verified by Transporter at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Transporter shall not be required to verify the accuracy of such equipment more frequently than once in any 30 day period. In the event either party shall notify the other that it desires a special test of any measuring equipment the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for, shall be borne by Shipper if the measuring equipment tested is found not to be in error by more than two percent.

If, upon testing, any measuring equipment, including recording calorimeters, is found to be in error by not more than two percent, previous recording of such equipment shall be considered accurate in computing deliveries of gas, but such equipment shall be adjusted at once to record accurately as defined by the appropriate metering standards.

GENERAL TERMS AND CONDITIONS

If, upon testing, any measuring equipment shall be found to be inaccurate by an amount exceeding two percent, at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely but in case the period is not known or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of last test, not to exceed a period of 180 days.

- 11.6 (a) Measurement data corrections should be processed within six (6) months of the production month, with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights will not otherwise be diminished by this standard.
- (b) For treatment of measurement prior period adjustments, treat the adjustment by taking it back to the production month. A meter adjustment becomes a prior period adjustment after the fifth business day following the business month.
- 11.7 Correction of Metering Errors - Failure of Meters. In the event a meter is out of service, or registering inaccurately, the volume of gas delivered shall be determined:
- (a) by using the registration of any check meter or meters, if installed and accurately registering; or, in the absence of (a);
- (b) by correcting the error if the percentage of error is ascertainable by calibration, tests, or mathematical calculation; or in the absence of both (a) and (b), then;
- (c) by estimating the quantity of delivery by deliveries during periods under similar conditions when the meter was registering accurately.
- 11.8 Preservation of Metering Records. Transporter and Shipper shall each preserve for a period of one year all test data, charts and other similar records created after June 1, 1996.

12. FERC ANNUAL CHARGE ADJUSTMENT

The rates set forth in the FT and IT Rate Schedules shall be adjusted from time to time to reflect the annual charge assessed Transporter by the FERC pursuant to Order No. 472 or any other superseding rule or order. The current ACA Adjustment shall be the unit amount, adjusted as necessary for heating value and pressure base, which the FERC orders to be effective for the fiscal year commencing on the effective date of the adjustment.

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FERC Docket: RP02-471-000

Third Revised Sheet No. 58 Third Revised Sheet No. 58 : Effective
Superseding: Second Revised Sheet No. 58

GENERAL TERMS AND CONDITIONS

13. BILLINGS AND PAYMENTS

13.1 Transportation Invoice.

- (a) Transporter shall render a transportation invoice in accordance with the measurement, computations and charges provided in this Tariff and the Transportation Service Agreement between Transporter and Shipper.
- (b) The imbalance statement should be rendered prior to or with the invoice, and the transportation invoice should be prepared on or before the ninth business day after the end of the production month. Rendered is defined as postmarked, time-stamped, and delivered to the designated site.
- (c) Where a Transportation Service Provider (TSP) performs daily allocations, the Beginning Transaction Date/Time and the Ending Transaction Date/Time in the Invoice should be the date/time that a transaction (line item) began (or ended respectively) where such transaction began (or ended respectively) within the subject invoice period. Where the TSP allocates daily and a transaction began prior to the subject invoicing period, the Beginning Transaction Date/Time in the Invoice should be the beginning date of the invoicing period. Where the TSP allocates daily and a transaction was continuing as of the end of the subject invoicing period, the Ending Transaction Date/Time in the Invoice should be the ending date of the invoicing period. Where a TSP performs only monthly allocations, the Beginning Transaction Date/Time and the Ending Transaction Date/Time are permitted to be the date/time that the subject invoicing period began (or ended respectively). In the instance where the TSP allocates monthly, invoices on allocated quantities, and defaults the Beginning Transaction Date/Time and Ending Transaction Date/Time to the beginning and ending of the subject invoicing period, the TSP should indicate on the invoice the document to which the Service Requester may refer for documentation supporting the invoice quantities. In the instance where the TSP allocates daily, rolls up to monthly for invoicing, and defaults the Beginning Transaction Date/Time and Ending Transaction Date/Time to the beginning and ending of the subject invoicing period, the TSP should indicate on the invoice the document to which the Service Requester may refer for documentation supporting the invoice quantities.

Note: Beginning and Ending Transaction Date/Time, as used in this standard, represent four date elements: Beginning Transaction Date, Beginning Transaction Time, Ending Transaction Date, and Ending Transaction Time.

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-415-000

Third Revised Sheet No. 58A Third Revised Sheet No. 58A : Effective
Superseding: Second Revised Sheet No. 58A

GENERAL TERMS AND CONDITIONS

- (d) At a location, the total quantity measured or estimated for the period should be used to provide allocations to parties' scheduled transactions (or otherwise identified transactions consistent with NAESB WGQ Standard No. 2.3.61, General Terms and Conditions Section 13.1(k)).
- (e) In the allocation process, estimated quantities should be adjusted to actuals following the time that the actual quantities are known.
- (f) At a location which is not covered by an OBA, an Allocating Party should receive Pre-determined Allocations and calculate the allocations for the location and provide these allocations to the appropriate parties for their use.
- (g) At a location which is not covered by an OBA, a party which is not the allocating party at the location should receive and process the allocations from the allocating party and employ such allocations when providing allocation information to its parties (as applicable and appropriate).
- (h) At a location which is covered by an OBA, each party to the OBA should allocate its side of the location.
- (i) At a location which is not covered by an OBA, Transporters which allocate to Shippers at the Shipper's Contract level or higher are not required to allocate to a lower level or accept accounting allocation instructions from the Shipper (ie., neither Pre-determined Allocations (PDAs) nor Shipper ranks supplied in the nomination).

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-415-000

Original Sheet No. 58B Original Sheet No. 58B : Effective

GENERAL TERMS AND CONDITIONS

Where the Transporter allocates to a lower level (more detailed) than the Shipper contract level and where:

- The Confirming Parties confirm at a higher level (less detailed) than the nomination level; and,
- A Shipper has submitted more than one nomination line item to the Transporter;

the Transporter should employ the Transporter's tariff allocation methodology (including, where applicable, employing the other Confirming Party(ies)' PDAs) to allocate gas to the confirmation detail level.

The Transporter should then either: i) accept and employ a PDA from such Shippers or ii) employ the Shipper's ranks supplied in the nomination.

Where a Transporter accepts PDAs from a Shipper (as specified in i) above and the Shipper does not provide a PDA, the Transporter should employ the tariff allocation methodology.

- (j) At a location which is not covered by an OBA, a Confirming Party should submit a Pre-determined Allocation (PDA) to the allocating party at a level that is based on the allocating party's business practice, but, in no event will such PDA be at a lower level (more detail) than that level of information exchanged between such parties during their confirmation process.
- (k) A Pre-determined Allocation (PDA) may not be used to allocate gas to a nominatable transaction that was not identified in the nomination or confirmation process, as applicable, absent prior mutual agreement among the Confirming Parties and the party being allocated to in such transaction. In the event of a conflict between this standard and the Transporter's existing tariff or general terms and conditions, the latter will prevail.
- (l) Except in cases where the Percentage or Operator Provided Value method of allocation is being employed, where there is:
 - (i) sufficient gas to fulfill all scheduled quantities at a location, a Pre-determined Allocation (PDA) should not result in a quantity being allocated to a party, contract or transaction, as applicable, that is less than the corresponding scheduled quantity(ies) for that party, contract or transaction, as applicable,

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FERC Docket: RP05-415-000

Original Sheet No. 58C Original Sheet No. 58C : Effective

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(ii) insufficient gas to fulfill all scheduled quantities at a location, a PDA should not result in a quantity being allocated to a party, contract or transaction, as applicable, that is greater than the corresponding scheduled quantity(ies) for that party, contract or transaction, as applicable.

In the event of conflicts between this standard and the Transporter's existing tariff or general terms and conditions, the latter will prevail.

- (m) Parties should communicate to their counter parties that their transaction(s) for allocation purposes are lowest ranked or swing, when such counter parties' transaction(s) are identified by the party as being lowest ranked or swing. This standard does not apply to the relationship between Transporters and their Shippers.
- (n) Under normal operating conditions, at a location which is covered by an OBA, the scheduled quantity should be the allocated quantity.

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FERC Docket: RP05-415-000

Original Sheet No. 58D Original Sheet No. 58D : Effective

GENERAL TERMS AND CONDITIONS

13.2 Monthly Payment.

- (a) Shipper shall pay Transporter, at a bank designated by Transporter or as otherwise directed by Transporter, so that payment is received and Transporter has available funds therefrom on or before the 10th calendar day following receipt of Transporter's invoice, the full amount billed by Transporter to Shipper under Section 13.1 for the immediately preceding month.
- (b) Party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.
- (c) Unless otherwise specified in an applicable tariff, general terms and conditions, or contract, the effective payment due date of an invoice when such due date does not fall upon a Business Day (as defined in NAESB Standard 3.2.1, General Terms and Conditions Section 2.20) should be the first Business Day following the due date.
- (d) Identify all invoice number(s) on all payments.

13.3 Estimated Statement. In the event that Transporter fails to render a statement to Shipper on or before the ninth business day of a month and such failure is not due to the fault of Shipper, Shipper's payment date shall be extended one day for each day Transporter's statement is late; provided, however, that if for any reason Transporter is unable to render a statement on or before the ninth business day of a month, Transporter may at its option render an estimated statement to Shipper, which statement shall contain Transporter's best estimate of the total amount payable to Transporter by Shipper under the Transportation Service Agreement(s) between Transporter and Shipper for the preceding month. Shipper shall pay to Transporter the full amount of such estimated statement within 10 calendar days of its receipt; provided, however, that Transporter shall render to Shipper a final statement no later than the 15th day of the month in which such estimated statement is rendered, unless Transporter's failure to do so is due to the fault of Shipper, in which case Transporter shall render to Shipper a final statement at such time as Transporter is able to do so. Any difference between the estimated statement and the final statement shall be added to or deducted from, as appropriate, Transporter's next succeeding monthly statement to Shipper.

Effective Date: 11/21/2003 Status: Effective

FERC Docket: RP04- 28-000

Third Revised Sheet No. 59 Third Revised Sheet No. 59 : Effective
Superseding: Second Revised Sheet No. 59

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13.4 Disputed Billing

- (a) If invoice is in dispute, pay portion not in dispute and provide documentation identifying basis for dispute.
- (b) Within 30 days after a demand made by Transporter, Shipper shall furnish good and sufficient surety bond, guaranteeing payment to Transporter of the amount ultimately found due upon bills after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Transporter shall not be entitled to seek to suspend further delivery of gas nor terminate the Transportation Service Agreement as outlined above unless and until default be made in the conditions of such bond.

13.5 Prior Period Adjustments.

- (a) Prior period adjustment time limits should be six (6) months from date of the initial transportation invoice and seven (7) months from date of initial sales invoice with a three (3) month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation of mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.
- (b) Prior period adjustments are reported by production date, but they do not have to be invoiced separately by production month nor is each production month a separate paper invoice page.

13.6 Remedies For Nonpayment.

- (a) Charge for Late Payment: Should Shipper fail to pay any or all of the amount of any bill as herein provided when such amount is due, Shipper shall pay a Charge for Late Payment which shall be included by Transporter on the next regular monthly bill rendered o Shipper.

Such Charge for Late Payment shall be determined by multiplying (a) the unpaid portion of the bill, by (b) the ratio of the number of days from the due date to the date of actual payment to 365, by (c) the applicable rate of interest calculated in accordance with Section 154.501 of the Commission's Regulations.

- (b) Suspension of Service: If such failure to pay continues for 30 days after payment is due, Transporter, in addition to any other remedy it may have under the Transportation Service Agreement may suspend further transportation of gas until such amount is paid; provided, however, that Transporter shall notify Shipper in writing 20 days prior to such suspension that continued failure to pay will result in suspension of service.
- (c) Termination of Contract: If such default continues for 30 days following the suspension of service Transporter may thereafter, in addition to any other remedy it may have under the Transportation Service Agreement, terminate said contract; provided, however, that Transporter shall notify Shipper in writing 20 days prior to such action that continued failure to pay will result in termination of said contract.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-168-001

First Revised Sheet No. 60 First Revised Sheet No. 60 : Effective
Superseding: Original Sheet No. 60

GENERAL TERMS AND CONDITIONS

- (d) Adjustment of Underpayment and/or Overpayment:
If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Transportation Service Agreement and Shipper shall have actually paid the bills containing such overcharge or undercharge, then within 30 days after the final determination thereof, Transporter shall refund the amount of any such overcharge, and Shipper shall pay the amount of any such undercharge; provided, however, that interest calculated in accordance with Section 13.6(a) shall apply to any undercharge not paid and to any overcharge not returned within 30 days from the date of Transporter's notification to Shipper of the amount of the undercharge or overcharge. In the event an error is discovered by shipper in the amount billed in any statement rendered by Transporter, such error shall be adjusted within 30 days of the final determination.
- (e) Right of Examination: Both Transporter and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart, or computation made under or pursuant to the provisions of this Tariff or the Transportation Service Agreement between Transporter and Shipper.

14. POSSESSION OF GAS

- 14.1 Control and Possession. As between the parties to the Transportation Service Agreement, Transporter shall be deemed to be in control and possession of the gas deliverable thereunder from the time it is delivered to Transporter at the Receipt Point(s) until it shall have been made available to or on behalf of Shipper at the Delivery Point(s). Prior to the time gas is delivered to Transporter at the Receipt Point(s) and after such gas is made available to or on behalf of Shipper at the Delivery Point(s), Shipper shall be deemed to be in control and possession thereof.

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Original Sheet No. 61 Original Sheet No. 61 : Effective

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14.2 Responsibility. Shipper shall have no responsibility with respect to any gas deliverable under the Transportation Service Agreement after it is delivered to Transporter at the Receipt Point(s) until it is made available to or on behalf of Shipper at the Delivery Point(s), or on account of anything which may be done, happen or arise with respect to such gas after it is delivered to Transporter at the Receipt Point(s) and before it is made available to or on behalf of Shipper at the Delivery Point(s), and Transporter shall have no responsibility with respect to such gas before it is delivered to Transporter at the Receipt Point(s) or after it is made available to or on behalf of Shipper at the Delivery Point(s) or on account of anything which may be done, happen or arise with respect to such gas before it is delivered to Transporter at the Receipt Point(s) and after it is made available to or on behalf of Shipper at the Delivery Point(s).

14.3 Right to Commingle. From the time gas is delivered to Transporter at the Receipt Point(s), Transporter shall have the unqualified right to commingle such gas with other gas in Transporter's natural gas transmission system.

15. WARRANTY OF TITLE TO GAS

Shipper warrants that it will at the time of delivery of the gas to Transporter have good and merchantable title to all of the gas subject only to security interests, liens and encumbrances that would not prevent Shipper from tendering the gas for transportation hereunder or receiving redelivery of the gas from Transporter. Title to the gas received by Transporter for Shipper's account hereunder shall remain with Shipper during transportation of the gas by Transporter. Shipper agrees to indemnify and save Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any and all persons to the gas other than claims arising solely through acts of Transporter. Shipper agrees to indemnify Transporter and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of claims of any or all persons to the said gas or to royalties, taxes, license fees or charges thereon resulting from breach of this warranty.

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Original Sheet No. 62 Original Sheet No. 62 : Effective

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16. OPERATING INFORMATION AND ESTIMATES

16.1 Shipper to Provide Information. Shipper shall endeavor to provide Transporter with all information and material in the possession of or reasonably accessible to Shipper and required by Transporter to calculate and verify Shipper's Input Quantity and the quantity of gas taken by Shipper at the Delivery Point(s) each day and to calculate and verify the gross heating value, the quality specifications, and the components of both Shipper's Input Quantity and the quantities of gas taken by Shipper at the Delivery Point(s) each day.

16.2 Good Faith Estimates. At Transporter's request, Shipper will furnish to Transporter good faith estimates of the daily, monthly and annual quantities of natural gas which Shipper desires Transporter to transport for Shipper for at least two years in advance. Such estimates will be used for planning purposes and will not substitute for the nomination procedures contained in this Tariff.

17. OTHER OPERATING CONDITIONS

17.1 Minimum Quantity Meterable. In no event shall Transporter be required to accept a request for transportation service for a quantity of gas which Transporter cannot meter with reasonable accuracy at the Receipt or Delivery Points for which Shipper is requesting service. If Shipper's request for transportation service involves a quantity which Transporter cannot meter with reasonable accuracy at the requested Receipt or Delivery Points, Transporter will promptly inform Shipper and advise Shipper of the minimum quantity that can be metered with reasonable accuracy at the proposed Receipt and Delivery Points.

17.2 Coordination With Other Parties. Shipper shall make all necessary arrangements with other parties at or upstream of the Receipt Point(s) where natural gas is delivered to Transporter by Shipper or for Shipper's account, which arrangements shall be compatible with Transporter's system operations and coordinated with Transporter's dispatchers. To the extent Shipper's upstream transporter refuses to deliver scheduled quantities on behalf of Shipper, or Shipper's downstream transporter refuses to receive scheduled quantities on behalf of Shipper, Transporter shall not be obligated to transport such quantities for Shipper's account.

17.3 Facilities to be in Place Prior to Request. Transporter shall not be required to render transportation service on behalf of Shipper in the event that all facilities necessary to render such service do not exist at the time such service is requested.

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FERC Docket: RP07-455-000

Third Revised Sheet No. 63 Third Revised Sheet No. 63 : Effective
Superseding: Second Revised Sheet No. 63

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- 17.4 Shipper to Comply With All Terms. Transporter shall not be required to render transportation service on behalf of any Shipper which on any day fails to comply with any or all of the terms of the Transportation Service Agreement(s) between Transporter and Shipper.
- 17.5 Complaint Resolution. Transporter will attempt to resolve any complaints by Shippers or potential Shippers without the necessity of a written complaint. To this end, Shippers are encouraged to attempt to resolve disputes informally with their designated service representatives.

A formal complaint concerning any transportation services offered by Transporter must specifically state that it is a complaint under the Marketing affiliate rules and should be directed in writing to:

Tuscarora Gas Transmission Company
1400 SW Fifth Avenue, Suite 900
Portland, OR 97201
Attention: Director of Gas Control and Gas Transportation Services

Transporter will respond initially within 48 hours and in writing within 30 days to complaints by shippers and potential shippers.

18. DISCRETIONARY WAIVER

Transporter may waive any of its rights hereunder or any obligations of Shipper on a basis that is not unduly discriminatory.

19. LIABILITY AND REMEDIES

19.1 Relief From Liability.

(a) Neither Transporter nor Shipper shall be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of any event constituting force majeure and, except as otherwise provided in Section 19.2, the obligations of Transporter and Shipper shall be excused during the period thereof to the extent affected by such events of force majeure. The term "force majeure" shall mean acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to pipeline facilities, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any cause, whether of the kind herein enumerated, or otherwise, and whether caused or

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First Revised Sheet No. 64 First Revised Sheet No. 64 : Pending

Superseding: Original Sheet No. 64

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occasioned by or happening on account of the act or omission of one of the parties to the Transportation Service Agreement between Transporter and Shipper or some person or concern not a party thereto, which is not within the control of the party claiming excuse and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming excuse. Under no circumstances will lack of finances be construed to constitute force majeure.

(b) Transporter shall not be liable in damages to Shipper for any interruption, curtailment, impairment or reduction in service due to routine scheduled maintenance, maintenance required by applicable regulations or good engineering practice, or construction pursuant to a certificate of public convenience and necessity duly issued by the Commission, provided that Transporter shall provide Shipper as much notice as practical in advance of such interruption, curtailment, impairment or reduction in service, and provided that Transporter shall exercise reasonable efforts to schedule such maintenance or construction so as to minimize the impact on all Shippers taken as a group.

- 19.2 Reservation Charge Credit (Force Majeure): As used in this Paragraph 19.2, Firm Daily Volume shall mean the volume of gas which Transporter is obligated to deliver on a firm basis at Shipper's firm delivery point(s) on a Gas Day, based on confirmable nominations for firm service within Shipper's Maximum Transportation Quantity. If, due to an event of force majeure, Transporter is unable to deliver any portion of Shipper's Firm Daily Volume for a period greater than ten (10) consecutive days, then for each day beyond ten (10) days that Transporter so fails to provide service the applicable reservation charges including applicable reservation-based surcharges shall not apply to the quantity of gas not delivered by Transporter within the Shipper's Firm Daily Volume; provided, however, that these charges shall not be eliminated to the extent that the Shipper utilizes secondary point service.

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FERC Docket: RP07-482-001

Original Sheet No. 64A Original Sheet No. 64A : Pending

GENERAL TERMS AND CONDITIONS

- 19.3 Reservation Charge Credit (Non-Force Majeure): As used in this Paragraph 19.3, Firm Daily Volume shall mean the volume of gas which Transporter is obligated to deliver on a firm basis at Shipper's firm delivery point(s) on a Gas Day, based on confirmable nominations for firm service within Shipper's Maximum Transportation Quantity. Except as provided for in Paragraph 19.2 of these General Terms and Conditions of Service, in the event Transporter fails to deliver on any Gas Day under any firm contract at least 98% of Shipper's Firm Daily Volume, then the applicable reservation charges including applicable reservation-based surcharges shall not apply to the quantity of gas not delivered by Transporter within the Shipper's Firm Daily Volume; provided, however, that these charges shall not be eliminated to the extent that the Shipper utilizes secondary point service.

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20. DEFAULT

If either Transporter or Shipper shall fail to perform any of the material covenants or obligations imposed upon it by the Transportation Service Agreement, subject to the applicable provisions of this Tariff, then in such event the other party may at its option terminate said contract by proceeding as follows. The party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the contract and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have 30 days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the contract, and if within said period of 30 days the party in default does so remove and remedy said cause or causes, then such notice shall be withdrawn and the contract shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes within said period of 30 days, the contract shall terminate; provided, however, that no termination shall occur if the party in default has initiated action to cure such material default but, despite its best efforts, has been unable to complete cure within such thirty day period and is continuing its action to complete cure in good faith beyond the end of the 30 day period. The termination or cancellation of any Transportation Service Agreement shall be pursuant to the provisions of this paragraph, shall be without prejudice to the right of Transporter to collect any amounts then due to it for transportation services rendered prior to the time of cancellation, and shall be without prejudice to the right of Shipper to receive any transportation services which have not been rendered but for which Shipper has paid prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of the Transportation Service Agreement.

21. NONWAIVER OF FUTURE DEFAULT

No waiver by either Transporter or Shipper of any one or more defaults by the other in the performance of any provisions of a Transportation Service Agreement, the General Terms and Conditions of this Tariff, or the applicable Rate Schedule, shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

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Fourth Revised Sheet No. 66 Fourth Revised Sheet No. 66 : Effective
Superseding: Third Revised Sheet No. 66

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22. NOTICES, COMMUNICATION, AND POSTINGS

22.1 General

Any communication, notice, request, demand, statement or bill provided for in this Tariff or in a Transportation Service Agreement, or any notice which either Transporter or Shipper may desire to give to the other, shall be in writing, except as provided for in Sections 22.2 and 22.3, and shall be considered as duly presented, rendered, or delivered express mail service, shall be considered as duly presented one day after mailing; or, if prepared registered or ordinary mail, shall be considered as duly presented five days after mailing. The material so sent shall be addressed to the pertinent party at the address set forth in the Transportation Service Agreement, or at such other address as either party may designate in writing.

22.2 Intraday Bump Notice, Operational Flow Orders, and Other Critical Notices

- (a) Transportation Service Providers should provide affected parties with notification of intraday bumps, operational flow orders and other critical notices through the affected party's choice of Electronic Notice Delivery mechanism(s).
- (b) Unless the affected party and the Transportation Service Provider (TSP) have agreed to exclusive notification via EDI/EDM, the affected party should provide the TSP with at least one Internet E-mail address to be used for Electronic Notice Delivery of intraday bumps, operation flow orders and other critical notices. The obligation of the TSP to provide notification is waived until the above requirement has been met.
- (c) Transportation Service Providers should support the concurrent sending of electronic notification of intraday bumps, operational flow orders and other critical notices to two Internet E-mail addresses for each affected party.
- (d) Affected parties should manage internal distribution of notices received by Electronic Notice Delivery.
- (e) When sending Internet E-mail notifications for intraday bumps operational flow orders and other critical notices, the subject line of the E-mail should include the following information separated by commas in the following order: (1) "Critical", (2) Notice Type label (per GISB standard 4.3.29), (3) the Notice Effective Date in YYYYMMDD format, (4) the name or abbreviation of the Transportation Service Provider (TSP) excluding commas) and (5) the TSP's D-U-N-S Number.
- (f) Transportation Service Providers may offer notification mechanisms in addition to those references in GISB Standard 5.3.34, General Terms and Conditions Section 22.2(a) (e.g. EBB/EDM, FF/EDM). TSPs should include at least the same level of information for notification of an intraday bump, operation flow order or other critical notice regardless of the method of notification.
- (g) Intraday bump notices should contain at least the affected Service Requester Contract, Receipt and/or Delivery Location, and Receipt and/or Delivery Point Quantity from the Scheduled Quantity (GISB Standard 1.4.5).

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FERC Docket: RP03-373-000

First Revised Sheet No. 66A First Revised Sheet No. 66A : Effective

Superseding: Sub Original Sheet No. 66A

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22.3 Recall and Reput Notices

Transportation Service Provider shall support the following recall notification periods for all released capacity subject to recall rights:

(a) Recall notice procedure.

(1) Timely Recall Notification

- (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 8:00a.m. (6:00 a.m. PCT) on the day that Timely Nominations are due;
- (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. (7:00 a.m. PCT) on the day that Timely Nominations are due (Central Clock Time);

(2) Early Evening Recall Notification

- (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 3:00 p.m. (1:00 p.m. PCT) on the day that Evening Nominations are due;
- (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. (2:00 p.m. PCT) on the day that Evening Nominations are due (Central Clock Time);

(3) Evening Recall Notification

- (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 5:00 p.m. (3:00 p.m. PCT) on the day that Evening Nominations are due;
- (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. (4:00 p.m. PCT) on the day that Evening Nominations are due (Central Clock Time);

(4) Intraday 1 Recall Notification

- (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 7:00 a.m. (5:00 a.m. PCT) on the day that Intraday 1 Nominations are due;
- (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. (6:00 a.m. PCT) on the day that Intraday 1 Nominations are due (Central Clock Time); and

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(5) Intraday 2 Recall Notification

- (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 2:30 p.m. (12:30 p.m. PCT) on the day that Intraday 2 Nominations are due;
- (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. (1:30 p.m.) on the day that Intraday 2 Nominations are due (Central Clock Time).

- (b) For recall notification provided to the Transportation Service Provider (TSP) prior to the recall notification deadline specified in Section 22.3(a) [NAESB WGQ Standard No. 5.3.44] and received between 7:00 a.m. (5:00 a.m. PCT) and 5:00 p.m. (3:00 p.m. PCT), the TSP should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification.

For recall notification provided to the TSP after 5:00 p.m. (3:00 p.m. PCT) and prior to 7:00 a.m. (5:00 a.m. PCT), the TSP should provide notification to all affected Replacement Shippers no later than 8:00 a.m. (6:00 a.m. PCT) after receipt of such recall notification (Central Clock Time).

- (c) When a Transportation Service Provider (TSP) sends Internet E-mail notification for recalling of capacity to each affected Replacement Shipper, the subject line of the E-mail should include the following information separated by commas in the following order: (1) "Recall", (2) the recall notification period, (3) the Effective Date in YYYYMMDD format, (4) the name or abbreviation of the TSP (excluding commas), (5) the TSP's D-U-N-S Number.

The body of such E-mail notification should contain at least the affected Replacement Shipper's Contract Number, the quantity of capacity being recalled, and the Offer Number or Award Number, if necessary to uniquely identify the capacity being recalled.

Where supported by the TSP, for recalls that are effective at non-standard times, the appropriate recall notification period should be included in the subject line and the effective time of the recall should be in the body of the E-mail.

Where TSPs offer capacity recall notification mechanisms in addition to Internet E-mail, the notification should include at least the same level of information.

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Original Sheet No. 66C Original Sheet No. 66C : Effective

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- (d) The Replacement Shipper should provide the Transportation Service Provider (TSP) with no more than two Internet E-mail addresses to be used for recall notification. The obligation of the TSP to provide notification is waived until at least one of the addresses has been provided.
- (e) The Releasing Shipper should provide capacity recall notification to the Transportation Service Provider (TSP) through the TSP's Customer Activities Website. The recall notification should specify the recall notification period for the specified effective gas day, as well as any other information needed to uniquely identify the capacity being recalled.
- (f) Recalled capacity notices should indicate whether penalties will apply for the gas day for which quantities are reduced due to a capacity recall.
- (g) Affected Replacement Shippers should manage internal distribution of notifications of recall received from a Transportation Service Provider.
- (h) When capacity is recalled, it may not be reput for the same gas day.
- (i) The deadline for notifying the Transportation Service Provider of a reput is 8:00 a.m. (6:00 a.m. PCT) to allow for timely nominations to flow on the next gas day.
- (j) For the recall notification provided to the Transportation Service Provider (TSP), the TSP's Tariff should specify whether the quantity should be expressed in terms of 1) total released capacity entitlements or 2) adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. The capacity entitlements resulting from the use of either 1) or 2) should be the same.
- (k) In the event of an intra-day capacity recall, the Transportation Service Provider (TSP) should determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity (EPC). Variations to the use of EPC may be necessary to reflect the nature of the TSP's tariff, services, and/or operational characteristics.
- (l) The Transportation Service Provider should not be obligated to deliver in excess of the total daily contract quantity of the release as a result of Section 22.3(j) [NAESB WGQ Standard No. 5.3.55].
- (m) The amount of capacity allocated to the Replacement Shipper(s) should equal the original released capacity less the recalled capacity that is adjusted based upon the Elapsed Prorata Capacity (EPC) or other TSP tariff specific variations of the EPC in accordance with Section 22.3(k) [NAESB WGQ Standard No. 5.3.56].

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22.4 Credit Notices.

- (a) If the Transporter requests additional information to be used for credit evaluation after the initiation of service, the Transporter, contemporaneous with the request, should provide its reasons(s) for requesting the additional information to the Shipper and designate to whom the response should be sent. The Transporter and the Shipper may mutually agree to waive the requirements of this standard.
- (b) Upon receipt of either an initial or follow-up request from the Transporter for information to be used for creditworthiness evaluation, the Shipper's authorized representative(s) should acknowledge receipt of the Transporter's request. The Transporter and the Shipper may mutually agree to waive the requirements of this standard.
- (c) The Shipper's authorized representative(s) should respond to the Transporter's request for credit information, as allowed by the Transporter's tariff, on or before the due date specified in the request. The Shipper should provide all the credit information requested by the Transporter or provide the reason(s) why any of the requested information was not provided.
- (d) Upon receipt from the Shipper of all credit information provided pursuant to applicable NAESB WGQ standards, the Transporter should notify the Shipper's authorized representative(s) that it has received such information. The Transporter and the Shipper may mutually agree to waive the requirements of the standard.
- (e) The Shipper should designate up to two representatives who are authorized to receive notices regarding the Shipper's creditworthiness, including requests for additional information, pursuant to the applicable NAESB WGQ standards and should provide to the Transporter the internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses should be provided via Internet E-mail, unless otherwise agreed to by the parties. The obligation of the Transporter to provide creditworthiness notifications is waived until the above requirement has been met. The Shipper should manage internal distributions of any creditworthiness notices that are received.

The Transporter should designate, on its Internet website or in written notices to the Shipper, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding the Shippers' creditworthiness. The Shipper's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and the Transporter should manage internal distribution of any such confirmations.

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Original Sheet No. 66E Original Sheet No. 66E : Effective

GENERAL TERMS AND CONDITIONS

- (f) At any time after the Shipper is determined to be non-creditworthy by the Transporter, the Shipper may initiate a creditworthiness re-evaluation by the Transporter. As part of the Shipper's re-evaluation request, the Shipper should either update or confirm in writing the prior information provided to the Transporter related to the Shipper's creditworthiness. Such update should include any event(s) that the Shipper believes could lead to a material change in the Shipper's creditworthiness.
- (g) After a Transporter's receipt of a Shipper's request for re-evaluation, including all required information pursuant to NAESB WGQ Standard 0.3.8 ("Shipper's Request"), General Terms and Conditions Section 22.4(f), within five (5) Business Days, the Transporter should provide a written response to the Shipper's request. Such written response should include either a determination of creditworthiness status, clearly stating the reason(s) for the Transporter's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event should such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of the Shipper's Request unless specified in the Transporter's tariff or if the parties mutually agree to some later date.
- (h) In complying with the creditworthiness related notifications pursuant to the applicable NAESB WGQ standards, the Shipper(s) and the Transporter may mutually agree to other forms of communication in lieu of Internet E-mail notification.
- (i) The Transporter should provide the original releasing shipper with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by the Transporter to the releasing shipper's replacement shipper(s), of the following:
 - (1) Notice to the replacement shipper regarding the replacement shipper's past due, deficiency, or default status pursuant to the Transporter's tariff;
 - (2) Notice to the replacement shipper regarding the replacement shipper's suspension of service notice;
 - (3) Notice to the replacement shipper regarding the replacement shipper's contract termination notice due to default or credit-related issues; and
 - (4) Notice to the replacement shipper that the replacement shipper(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to the Transporter's tariff.

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22.5 Natural Gas Quality Posting.

- (a) A Transporter should provide on its Informational Postings Web Site a link to the natural gas quality tariff provisions (or where no tariff exists in the general terms and conditions) or a simple reference guide to such information.
- (b) The Transporter should provide on its Information Posting Web Site daily average gas quality information for prior gas day(s), to the extent available, for location(s) that are representative of mainline gas flow. The information available for the identified location(s) should be provided in a downloadable format. Information should be reported in units as specified in the tariff or general terms and conditions. In any event, compliance with gas quality requirements is in accordance with the Transporter's tariff or general terms and conditions.

The following are examples of gas quality attributes that could be included in the posting for the applicable Gas Day(s) and location(s).

- Heating Value
 - Hydrocarbon Components, % of C1 - Cnn, as used in determining Heating Value
 - Specific Gravity
 - Water
 - Nitrogen
 - Carbon Dioxide
 - Hydrogen
 - Helium
 - Total Sulfur
 - Hydrogen Sulfide
 - Carbonly Sulfide
 - Mercaptans
 - Mercury and/or any other contaminants being measured
 - Other pertinent gas quality information that is specified in the Transporter's tariff or the general terms and conditions
- (c) Data provided pursuant to NAESB WGQ Standard No. 4.3.90, General Terms and Conditions Section 22.5(b), should be made available on the Transporter's Web Site for the most recent three-month period. Beyond the initial three-month period, the historical data should be made available offline in accordance with regulatory requirements.
 - (d) Data provided pursuant to NAESB WGQ Standard No. 4.3.90, General Terms and Conditions Section 22.5(b), should be provided in a tabular downloadable file to be described by the Transporter. The first row of the file should contain the column headers.

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GENERAL TERMS AND CONDITIONS

23. COMPLIANCE WITH PART 358 STANDARDS OF CONDUCT

This section describes Transporter's compliance with the requirements of 18 C.F.R. Part 358.

23.1 Shared Operating Personnel and Facilities. Information on any operating personnel or facilities that Transporter shares with a marketing affiliate will be available on Transporter's Internet Web site, at <http://www.latec.com/tuscarora>. Such information will be updated within three (3) business days of any change.

23.2 Request for Transportation Service. The specific information and format required from a shipper for a valid request for transportation service is described in Section 3 of these General Terms and Conditions. In addition, for transactions in which an affiliated marketer is involved, the specific affiliation of the requester with Transporter, and the extent of Transporter's affiliation, if any, with the person to be provided transportation service should be stated.

23.3 Comparability of Service. Transporter shall provide service on a basis that is equal in quality for all gas supplies transported whether shipped by an affiliate of Transporter or by another Shipper.

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First Revised Sheet No. 67 First Revised Sheet No. 67 : Effective
Superseding: Original Sheet No. 67

GENERAL TERMS AND CONDITIONS

24. INDEMNIFICATION

Shipper agrees to indemnify and hold Transporter harmless against all claims by third parties, including but not limited to other Shippers, caused by Shipper's violation of Shipper's Transportation Service Agreement, the applicable rate schedule, or the General Terms and Conditions of this Tariff.

25. SCHEDULES AND CONTRACT SUBJECT TO REGULATION

This Tariff, including these General Terms and Conditions and the respective obligations of the parties under the Transportation Service Agreement(s) are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction and are subject to change from time to time by addition, amendment or substitution as provided by such valid laws, orders, rules and regulations.

26. CAPACITY RELEASE

- 26.1 General. This Section 26 sets forth the sole means by which a Shipper under any firm, open-access Part 284 service agreement ("Releasing Shipper") may release its capacity rights under a service agreement ("Existing Transportation Service Agreement"). Subject to the following provisions, firm capacity rights shall be released to Transporter for resale by it on a firm basis.
- 26.2 Capacity Eligible for Release. A Shipper under the FT Rate Schedule may release all or a part of its capacity under an Existing Transportation Service Agreement on a permanent or temporary basis, subject to recall if so specified. A Releasing Shipper may propose a customer ("Proposed Shipper") to obtain the Releasing Shipper's released capacity, provided the Proposed Shipper is an Approved Bidder.

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Third Revised Sheet No. 68 Third Revised Sheet No. 68 : Effective
Superseding: Second Revised Sheet No. 68

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26.3 Approved Bidders.

- (a) To qualify as an Approved Bidder, a party must have been accepted by Transporter as satisfying the credit standards of Section 3 of these General Terms and Conditions and must continue to satisfy the credit standards of Section 3 when its bid is made and accepted. Transporter shall process applications for credit approval with diligence. Names of Approved Bidders shall be placed on a list that is posted on Transporter's internet web site. Any previously listed Approved Bidder that fails to continue to satisfy the standards of Section 3 shall be deleted from the list of Approved Bidders.
- (b) The Transporter should not award capacity release offers to the Shipper until and unless the Shipper meets the Transporter's creditworthiness requirements applicable to all services that it receives from the Transporter, including the service represented by the capacity release.

26.4 Release Procedures.

- (a) Notice by Releasing Shipper. A Releasing Shipper wanting to release capacity shall notify Transporter electronically (hereinafter called "Releasing Shipper's Notice"). Releasing Shipper's Notice may include reasonable terms and conditions that are objectively stated, applicable to all potential bidders, and non-discriminatory, and shall include the following:
 - (1) Releasing Shipper's legal name, Transportation Service Agreement number and rate schedule;
 - (2) whether the release is firm or recallable, including the specifics of any recall right;
 - (3) the maximum and minimum quantities of firm daily capacity in Dth/d that Releasing Shipper elects to release;
 - (4) the Primary Receipt Points and the Maximum Input Quantity associated with each such point, and the Primary Delivery Points and the Maximum Equivalent Quantity associated with each such point;

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Superseding: Third Revised Sheet No. 69

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- (5) the requested effective date and term of the release;
- (6) whether the Releasing Shipper is willing to release such capacity for a shorter period of time and, if so, the minimum acceptable period of the release;
- (7) any other conditions of the release, including any agency arrangements;
- (8) identity of any Proposed Shipper;
- (9) any minimum reservation charge requirements or, if Releasing Shipper elects to entertain bids on a volumetric rate basis, the minimum reservation charge stated on a volumetric basis. For capacity release transactions of one (1) year or less, the minimum reservation charge requirement may be in excess of the maximum tariff rate;
- (10) Reput method and rights should be specified at the time of the deal, reput method and rights are individually negotiated between the releasing shipper and replacement shipper;
- (11) whether bids contingent on the receipt of capacity on other pipelines will be accepted and if so, what time period each contingent bidder will be allowed to meet or eliminate the contingency; and, if not met or eliminated, all details concerning the evaluation of other bids, including when the next highest bidder will be obligated to acquire the capacity;
- (12) the Business Day on which the Bid Period will expire, if other than that determined in Section 26.4(b); and
- (13) the expiration of the period within which the Proposed Shipper may match the best bid, if other than that determined in Section 26.4(b) .

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Superseding: Original Revised Sheet No. 69A

GENERAL TERMS AND CONDITIONS

(b) Timing.

(1) For short-term releases (less than 5 months):

- Offers should be tendered by 1:00 P.M. (11:00 A.M. PCT) on the day before nominations for short-term releases (less than 5 months);
- open season ends no later than 2:00 P.M. (12:00 P.M. PCT) on the day before nominations are due (evaluation period begins at 2:00 P.M. (12:00 P.M. PCT) during which contingency is eliminated, determination of best bid is made, and ties are broken);
- evaluation period ends at 3:15 P.M. (1:15 P.M. PCT)
- match or award is communicated by 3:15 P.M. (1:15 P.M. PCT);
- match response by 4:00 P.M. (2:00 P.M. PCT);
- award posting by 5:00 P.M. (3:00 P.M. PCT);
- posting of pre-arranged deals not subject to bid by 9:00 A.M. (7:00 A.M. PCT) the day of nominations;
- contract tendered with contract number by 10:00 A.M. (8:00 A.M. PCT); contract executed; nomination possible for next day gas flow. (Central Clock Time)

(2) For longer term releases (5 months or more):

- Offers should be tendered by 1:00 P.M. (11:00 A.M. PCT) four business days before award for long-term releases;
- open season ends no later than 2:00 P.M. (12:00 P.M. PCT) on the day before nominations are due (open season is three business days);
- evaluation period begins at 2:00 P.M. (12:00 P.M. PCT) during which contingency is eliminated, determination of best bid is made, and ties are broken;
- evaluation period ends at 3:15 P.M. (1:15 P.M. PCT);
- match or award is communicated by 3:15 P.M. (1:15 P.M. PCT);
- match response by 4:00 P.M. (2:00 P.M. PCT);
- award posting by 5:00 P.M. (3:00 P.M. PCT);
- posting of pre-arranged deals not subject to bid by 9:00 A.M. (7:00 A.M. PCT) the day of nominations;
- contract tendered with contract number by 10:00 A.M. (8:00 A.M. PCT); contract executed; nomination possible for next day gas flow. (Central Clock Time)

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Second Revised Sheet No. 69B Second Revised Sheet No. 69B : Effective
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(2) For non-biddable releases:

Timely Cycle

- posting of prearranged deal not subject to bid are due by 10:30 A.M. (8:30 A.M. PCT);
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (Central Clock Time).

Evening Cycle

- posting of prearranged deal not subject to bid are due by 5:00 P.M. (3:00 P.M. PCT);
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (Central Clock Time).

Intraday 1 Cycle

- posting of prearranged deal not subject to bid are due by 9:00 A.M. (7:00 A.M. PCT);
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (Central Clock Time).

Intraday 2 Cycle

- posting of prearranged deal not subject to bid are due by 4:00 P.M. (2:00 P.M. PCT);
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (Central Clock Time).

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- (3) Transportation Service Providers which support capacity release should accept and process uploads of capacity release offers from releasing shipper(s) (or its authorized third party service provider), provided the offer is received by the Transportation Service Provider at their designated site no later than 15 minutes prior to the respective deadline specified in NAESB Standard No. 5.3.2. Such received offer, if determined to be valid, should be posted as an Offer and should be available for bidding by the posted-by deadline and start of bidding time specified (for the received Business Day) in NAESB Standard No. 5.3.2 or the Releasing Shipper's specified Business Day (if later than the received Business Day).
- (4) Transportation Service Providers which support capacity release should accept and process uploads of capacity release bids from potential acquiring shipper(s) (or its authorized third party service provider), provided the bid is time-stamped as leaving control of bidder no later than the respective deadline as specified in NAESB Standard No. 5.3.2 and is received by the Transportation Service Provider at their designated site no later than fifteen minutes after such deadline. Such timely bid, if determined to be valid, should be evaluated by the Transportation Service Provider for the purpose of identifying the winning bidder associated with the Offer upon which the bid was made.
- (5) When a Transportation Service Provider receives an upload of an offer or a bid in association with a deadline, it should process such offer or bid (as applicable) and post valid offers or bids (as applicable) for review within fifteen minutes, and in the event such document is not valid, respond with the applicable validation document to the applicable submitting party within fifteen minutes. When a Transportation Service Provider receives an upload of an offer or a bid not in association with a deadline, it should process and post for review valid offer(s) or bid(s) (as applicable) which are received prior to one quarter hour period by the end of the next succeeding quarter hour period; and in the event such document is not valid, respond with the applicable validation document to the applicable submitting party by the end of the next succeeding quarter hour period. The quarter hour periods are on the hour, fifteen minutes after, thirty minutes after and forty-five minutes after an hour.

The releasing shipper may request a later posting time for posting of such offer insofar as such request comports with the standard Capacity Release timeline specified in NAESB Standard No. 5.3.2.

TSP's nightly processing and routine maintenance occurring outside of normal business hours are apt to interrupt the normal schedule of applicable validation documents. Such delays should be kept to a minimum. The normal schedule should be resumed at the earliest opportunity and no later than the start of the next business day.

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Fifth Revised Sheet No. 70 Fifth Revised Sheet No. 70

Superseding: Fourth Revised Sheet No. 70

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- (c) Notice by Transporter. Releasing Shipper's Notice, including the identity of the Releasing Shipper, shall be posted on Transporter's Web Site until the expiration of the applicable Bid Period. At the Releasing Shipper's request Transporter may, but shall not be obligated to, take other action to market any capacity which the Releasing Shipper desires to release, and the Releasing Shipper may search for any party to take its capacity under this Section 26.
- (d) Bids. Only Approved Bidders that have executed a Capacity Release Umbrella Agreement, the form of which is contained in this Tariff, may bid on capacity which the Releasing Shipper proposes to release. Bids shall be made electronically during the Bid Period on an open bidding basis, provided that the bidders' names shall not be posted except for the winning bidder. Transporter shall select the bid to be accepted in accordance with Section 26.5(b)(g). If permitted by Releasing Shipper's Notice, and subject to the provisions thereof, any bid may be made contingent upon the bidder's acquiring related upstream or downstream capacity identified in the bid. Any bidder making such a contingent bid shall confirm that the contingency has been satisfied or eliminated according to the procedures set forth in Releasing Shipper's Notice, failing which the bid shall no longer be considered a valid bid.
- (e) If the transportation service provider requires amendments for each release, the transportation service provider should automate the process of amending contracts and this may be the subject of a global agreement between the parties.
- (f) Rates. No rate cap applies to releases of capacity for a period of one year or less only when the release is to take effect on or before one year from the date on which the pipeline is notified of the release.

For releases of capacity with terms of greater than one year, the maximum rate for a volumetric release shall not exceed the volumetric reservation charge for the released capacity plus all applicable surcharges; and the maximum rate for all other releases with terms of greater than one year shall be the applicable maximum reservation rate plus all applicable surcharges set forth in this FERC Gas tariff, notwithstanding any discounts then in effect for the Releasing Shipper.

- (g) There should be no communication of the identity of non-winning, non-prearranged bidders in the Offer Upload Final Disposition.

The identity of the winning bidder(s) should be sent to the releasing shipper in the Offer Upload Final Disposition.

In the case of multiple bids upon one offer, the Transportation Service Provider (TSP) should have the choice of either sending an Offer Upload Final Disposition to the winning bidder(s) identifying all winning bidders, or sending an Offer Upload Final Disposition to each winning bidder identifying only that party as a winning bidder.

In the case of a non-winning pre-arranged bidder, the TSP should have the choice of either sending an Offer Upload Final Disposition to the non-winning prearranged bidder identifying all winning bidders and identifying the pre-arranged bidder as a non-winning bidder, or sending an Offer Upload Final Disposition to the non-winning pre-arranged bidder identifying only the pre-arranged bidder as a non-winning bidder.

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26.5 Effect of Notices and Bids.

- (a) The posting of Releasing Shipper's Notice shall constitute an invitation to entertain bids on the Releasing Shipper's firm transportation contract rights and obligations pursuant to its terms and the terms herein, but shall not constitute an offer by Transporter. A bid shall constitute an offer by the bidding party to accept from Transporter such rights and obligations. Bids may be revised during the Bid Period, and shall be deemed received as of the time of the last revision; provided, however, that no bidder shall maintain more than one bid for the same capacity. No bid may be resubmitted or revised in order to submit a lower bid.
- (b) Bids and offers should be complete before being posted. Only posted offers and bids should be available electronically.
- (c) Bids should be binding until written or electronic notice of withdrawal is received by the capacity release service provider.
- (d) Bids cannot be withdrawn after the bid period ends.
- (e) Offers should be binding until written or electronic notice of withdrawal is received by the capacity release service provider.
- (f) The releasing party has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made.
- (g) For the capacity release business process timing model, only the following methodologies are required to be supported by capacity release service providers and provided to releasing shippers as choices from which they may select and, once, chosen should be used in determining the awards from the bid(s) submitted. They are: 1) highest rate, 2) net revenue, and 3) present value. Other choices of bid evaluation methodology (including other releasing shipper defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the discretion of the capacity release service provider. However, the capacity release service provider is not required to offer other choices or similar timeline treatment for other choices, nor, is the capacity release service provider held to the timeline should the releasing shipper elect another method of evaluation.

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GENERAL TERMS AND CONDITIONS

SHEET HELD FOR FUTURE USE

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Superseding: Original Sheet No. 73

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- 26.6 Effect of Acceptance of Bid. Transporter's acceptance of a bid shall, subject to the other provisions hereof, result in and constitute a binding agreement (a) between Transporter and the Releasing Shipper pursuant to which the Releasing Shipper releases the rights described in the accepted bid without being released from any of its obligations under the Existing Transportation Service Agreement (the "Release") and (b) between Transporter and the bidder whose bid was accepted ("Replacement Shipper") pursuant to which the Replacement Shipper acquires from Transporter all of the Releasing Shipper's released rights under its firm service agreement with Transporter that are described in the accepted bid and the Replacement Shipper agrees to perform timely and irrevocably all obligations under the terms of the Transportation Service Agreement applicable to the released capacity, in the form of an addendum to the Capacity Release Umbrella Agreement incorporating the specific terms of the accepted bid ("New Transportation Service Agreement"). Transporter shall electronically tender to the Replacement Shipper a service agreement in the form of an addendum to the Capacity Release Umbrella Agreement incorporating the terms of the accepted bid that must be executed by the Replacement Shipper, the failure by the Replacement Shipper to execute the same shall, at Transporter's election, terminate the New Service Agreement. At the request of Transporter, the Releasing Shipper and the Replacement Shipper shall promptly execute such further documents as may be necessary or appropriate to evidence the Release and New Transportation Service Agreement, and provide true copies of same to Transporter. A party that acquires released capacity from Transporter under this Section 26 shall be a Shipper for all purposes under this Tariff, including capacity release under this Section 26. Nothing in this Section 26 shall operate as a waiver of any other requirements of this Tariff applicable to Shippers, including requirements regarding Shipper eligibility and scheduling of service. Upon acceptance of its bid by Transporter a Replacement Shipper may schedule service and gas may flow upon the effective date of the release, subject to compliance with the other provisions of this Tariff.

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Second Revised Sheet No. 74 Second Revised Sheet No. 74

Superseding: First Revised Sheet No. 74

GENERAL TERMS AND CONDITIONS

26.7 Obligations of Releasing Shipper and Other Matters. Notwithstanding anything to the contrary herein, in any Releasing Shipper's Notice, in any bid or accepted bid, in any Release, in any New Transportation Service Agreement or otherwise:

(a) The Release or the New Transportation Service Agreement relating thereto shall not constitute a release of any of the obligations of the Releasing Shipper under the Existing Transportation Service Agreement and the Releasing Shipper shall remain fully liable for all of those obligations, including, without limitation, all reservation charges, reservation surcharges, and other fixed costs owing under that service agreement in respect of capacity rights released pursuant to the Release, as if the Release had never been entered into; provided, however, Transporter shall credit the Releasing Shipper with all reservation charges, reservation surcharges, and other fixed costs ("Fixed charges"), but not charges related to usage, actually paid by that Shipper and received by Transporter which are owed in respect of the capacity rights released by that releasing shipper and acquired by that Shipper from Transporter under a New Transportation Service Agreement pursuant to releasing Shipper's release (but not pursuant to subsequent releases of the same capacity), even if greater than the Fixed Charges obligation of the releasing Shipper. Shipper under a New Transportation Service Agreement shall be liable to Transporter for all obligations incurred thereunder, including Fixed Charges and charges related to usage. Any Replacement shipper that is awarded released capacity subject to a rate cap shall be entitled to receive refunds to the extent that the maximum rate set forth in this FERC Gas Tariff is subsequently determined to be in excess of a just and reasonable rate; provided, however, that if the Releasing Shipper is subject to a discounted rate and received credits attributable to Fixed Charges that Transporter is required to refund, Transporter shall be entitled to reverse such credits and shall be required to refund such amounts to the Replacement Shipper only to the extent actually collected back from the Releasing Shipper. For capacity release transactions of one (1) year or less, the prevailing rate for the transaction shall be considered just and reasonable and the Replacement Shipper shall not be entitled to receive refunds referenced herein.

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Original Sheet No. 75 Original Sheet No. 75 : Effective

GENERAL TERMS AND CONDITIONS

(b) The service agreement between Transporter and each Releasing Shipper shall remain in full force and effect and unmodified, as if the Release from that Releasing Shipper and related New Transportation Service Agreement had never been entered into, except (i) the Releasing Shipper shall not be entitled to any of the rights under the service agreement which are released by it for the period set forth in the Release and (ii) the Releasing Shipper shall be entitled to a credit as provided in this subsection. Notwithstanding the above, in the event there is a permanent release of Releasing Shipper's capacity, Transporter will agree to discharge Releasing Shipper of liability, on a prospective basis, in whole or in part.

(c) Transporter shall bill the Releasing Shipper the amount it is obligated to pay for Fixed Charges and shall simultaneously credit such invoice with the Fixed Charges that Transporter is entitled to recover under all New Transportation Service Agreements which are owed in respect of the capacity rights released by the Releasing Shipper and acquired pursuant to such release (but not pursuant to subsequent releases of the same capacity); provided, however, that such credit shall be reversed, and Transporter shall be entitled to interest from Releasing Shipper in accordance with Section 13 of these General Terms and Conditions, to the extent Transporter does not recover such Fixed Charges from the Replacement Shipper on the due date. To the extent Releasing Shipper makes payment in satisfaction of any such obligations it shall be subrogated to Transporter's rights to collect such amounts from the defaulting Shipper under the New Transportation Service Agreement.

(d) Transporter may rely upon and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, notice, or other document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(e) Transporter shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, notice, or other document, but Transporter, in its reasonable discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Original Sheet No. 76 Original Sheet No. 76 : Effective

GENERAL TERMS AND CONDITIONS

(f) Except as expressly set forth in Section 26.7(a), each Releasing Shipper agrees to protect and indemnify Transporter against, and to release and hold Transporter harmless against, any loss, liability or expense (including, without limitation, court costs and attorneys' fees) incurred or suffered by Transporter or such Releasing Shipper arising out of or in connection with the provisions of this Section 26 (including, without limitation, Transporter's performance or failure of performance of any of its obligations under this Section 26).

(g) Without in any way limiting the other provisions of this Section 26, each Approved Bidder, by delivery of a bid to Transporter, shall be deemed to have agreed:

(i) to the provisions of (d) and (e) above;

(ii) to protect and indemnify Transporter against, and to release and hold Transporter harmless against, any loss, liability or expense (including, without limitation, court costs and attorneys' fees) incurred or suffered by Transporter or such Approved Bidder arising out of or in connection with the provisions of this Section 26 (including, without limitation, Transporter's performance or failure of performance of any of its obligations under this Section 26); and

(iii) that Transporter shall have disclaimed all express and implied representations and warrants concerning the released rights acquired by the bidder, the New Transportation Service Agreement and the related Release.

(h) Any Releasing Shipper retaining agency authority as a condition to a release shall indemnify Transporter and hold it harmless for any liability or costs Transporter incurs as a result of its reliance on such agency authority, and the Replacement Shipper for whom the Releasing Shipper acts as agent shall release Transporter and hold it harmless for such reliance.

(i) Notwithstanding the other provisions of this Section 26.7, Transporter is not absolved from liability arising as a result of negligence on the part of Transporter.

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FERC Docket: RP03-373-000

Third Revised Sheet No. 77 Third Revised Sheet No. 77 : Effective
Superseding: Second Revised Sheet No. 77

GENERAL TERMS AND CONDITIONS

26.8 Terms of Release.

- (a) Capacity released and available for resale by Transporter under this Section 26 shall consist of Shipper's Maximum Input Quantity specified in Releasing Shipper's Notice at each Receipt Point specified therein and Shipper's Maximum Equivalent Quantity specified in such notice for each Delivery Point specified therein. The sum of such Maximum Input Quantity for all such Receipt Points, less the Measurement Variance Gas Quantity, shall not exceed the sum of such Maximum Equivalent Quantity for all such Delivery Points. The Shipper acquiring capacity released under this Section 26 may use other Receipt Points and Delivery Points as allowed under the FT Rate Schedule and Transportation Service Agreement. Unless the Release is permanent and with no rights of recall, the New Transportation Service Agreement may not be amended to change Point(s) of Receipt or Point(s) of Delivery without the written consent of Releasing Shipper.
- (b) Transportation service provider should support the function of repurposing by releasing shippers.
- (c) The Transportation Service Provider should support the ability for the Releasing Shipper to specify, as a condition of a capacity release offer, which recall notification period(s), as provided in Section 22.3(a) [NAESB WQG Standard No. 5.3.44], will be available for use by the parties.
- (d) The Transportation Provider should support the ability for the Releasing shipper to specify, as a condition of a release, whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day.
- (e) Transporter may rely on such notification by the Releasing Shipper, and Releasing Shipper shall indemnify Transporter and hold it harmless for any liability or costs Transporter incurs as a result of such reliance, and the Replacement Shippers affected by such recall shall release Transporter and hold it harmless for such reliance.

GENERAL TERMS AND CONDITIONS

- (f) Capacity resold under this Section 26, including capacity resold under the bidding exception of Section 26.10(a), shall be subject to the maximum rates except as otherwise provided in Section 26.4(f), including any applicable surcharges, set forth in Transporter's rate sheets for the applicable rate schedule. If Releasing Shipper specifies that the capacity may be released on a volumetric-rate basis, the volumetric rate for the release shall apply only to the reservation portion of the rate and shall be subject to the maximum volumetric rates set forth in Transporter's rate sheets for the applicable rate schedule except as otherwise provided in Section 26.4(f). Capacity released subject to recall is firm service subject to the same rate requirements provided in this section as capacity released not subject to recall.
- (g) Capacity released hereunder shall be acquired by the Replacement Shipper under the FT Rate Schedule.
- 26.9 Capacity Request Notice. If requested by a party desiring to receive firm capacity under this Section 26, Transporter shall post a notice of such desire (including quantity, Receipt Points, Delivery Points, period, and rate) on its Web Site for one month.
- 26.10 Exception to Bidding Requirement. A release under this Section 26.10 may be effected by the Releasing Shipper's satisfying the notice requirements of Section 26.4 and the selected Approved Bidder's submitting a bid satisfying the requirements of Section 26.4. Such release shall become effective immediately upon Transporter's receipt of both such notice and such bid, but no sooner than the date specified in Releasing Shipper's Notice, subject to compliance with the other provisions of this Tariff, including the execution of a New Transportation Service Agreement in accordance with Section 26.6.
 - (a) Releases for any period of thirty-one (31) days or less do not require bidding. Unless capacity is released pursuant to either an asset management agreement or state-approved retail access program, a firm shipper may not rollover, extend, or in any way continue the release to the same replacement shipper using the 31 days or less bidding exemption until 28 days after the first release period has ended. The 28-day hiatus does not apply to any re-release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding set forth herein.
 - (b) A release for more than one year at the maximum applicable tariff rate does not require bidding.
 - (c) A permanent release of a long-term contract at the maximum applicable tariff rate when the remaining term is less than three hundred and sixty-five (365) days does not require bidding.

(continued)

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FERC Docket: RP09-302-000

Original Sheet No. 78A Original Sheet No. 78A

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- (d) A release of capacity to an Asset Manager is exempt from bidding if the release contains a condition that the Releasing Shipper may call upon the Replacement Shipper to deliver to or purchase from the Releasing Shipper a volume of gas up to 100 percent of the daily contract demand of the released transportation capacity. If the capacity release is for a period of one year or less, the Asset Manager's delivery or purchase obligation must apply on any day during a minimum period of the lesser of five months (or 155 days) or the term of the release. If the capacity release is for a period of more than one year, the Asset Manager's delivery or purchase obligation must apply on any day during a minimum period of five months (or 155 days) of each twelve-month period of the release, and on five-twelfths of the days of any additional period of the release not equal to twelve months.

Payments or other consideration exchanged between the Releasing and Replacement Shippers in a release to an Asset Manager are not subject to the maximum rate.

- (e) A release to a marketer participating in a state-regulated retail access program is exempt from bidding when the released capacity will be utilized by the Replacement Shipper to provide the gas supply requirement of retail customers pursuant to a retail access program approved by the state agency with jurisdiction over the local distribution company that provides delivery service to such retail customers.

Effective Date: 07/30/2008 Status: Effective

FERC Docket: RP09-302-000

Fourth Revised Sheet No. 79 Fourth Revised Sheet No. 79

Superseding: Third Revised Sheet No. 79

GENERAL TERMS AND CONDITIONS

26.11 Compensation. If Transporter and a Releasing Shipper so agree, Transporter may receive a mutually agreeable fee for taking action to market released capacity other than merely posting the notice of availability. Such fee may be deducted from the credit due Releasing Shipper under Section 26.7.

27. PREGRANTED ABANDONMENT & THE RIGHT OF FIRST REFUSAL

27.1 Purpose. This Section 27 sets forth the specific terms and conditions applicable to Transporter's pregranted abandonment authority, the termination of Transporter's obligations under certain Transportation Service Agreements, and Shipper's Right of First Refusal.

27.2 Applicability. The Right of First Refusal provided pursuant to Section 27.5 applies to Transportation Service Agreements executed between Transporter and any Shipper pursuant to the FT Rate Schedule, where the Transportation Service Agreement had a primary term of one year or more and has terminated pursuant to Article II of the Transportation Service Agreement. In all other cases Transporter has unconditional pregranted abandonment authority upon the termination, expiration or cancellation of the applicable Transportation Service Agreement.

Effective Date: 11/21/2003 Status: Effective

FERC Docket: RP04- 28-000

First Revised Sheet No. 80 First Revised Sheet No. 80 : Effective
Superseding: Original Sheet No. 80

GENERAL TERMS AND CONDITIONS

27.3 Definitions. For purposes of this Section 27, the following definitions will apply:

(a) Existing Shipper. The term "Existing Shipper" shall mean the Shipper for which Transporter provides service under any executed Transportation Service Agreement subject to this Section 27.

(b) Offering Shipper. The term "Offering Shipper" shall mean any Shipper that submits a bid pursuant to Section 27.5 for all or a portion of the capacity to be made available upon termination of the Transportation Service Agreement pursuant to this Section 27, provided that the Offering Shipper satisfies the provisions of Transporter's FERC Gas Tariff applicable to the credit evaluations set forth in Section 3 Of these General Terms and Conditions.

(c) Notice of Election. The term "Notice of Election" shall mean the notice that an Existing Shipper provides Transporter, as prescribed in Section 27.5(b), that the Existing Shipper intends to exercise its Right of First Refusal upon termination of its Transportation Service Agreement.

(d) Bid Notification. The term "Bid Notification" shall mean the notification of a bid that an Offering Shipper submits to Transporter, as prescribed in Section 27.5(d), for all or a portion of the capacity available as a result of termination of a Transportation Service Agreement.

(e) Best Bid. The term "Best Bid" shall mean the bid that Transporter determines, on a nondiscriminatory, objective basis, is the best bid, as prescribed in Section 27.5(h), that Offering Shippers have offered for capacity available under the terminating Transportation Service Agreement.

(f) Competing Offer. The term "Competing Offer" shall mean the Best Bid that Transporter accepts and presents to an Existing Shipper for the Existing Shipper to match under the Bid Matching Procedures prescribed in Section 27.5(i).

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FERC Docket: RP04- 28-000

First Revised Sheet No. 81 First Revised Sheet No. 81 : Effective
Superseding: Original Sheet No. 81

GENERAL TERMS AND CONDITIONS

27.4 Pregranted Abandonment of Transportation Service Agreement. Upon the expiration, cancellation or termination of a Transportation Service Agreement, Transporter has pregranted authority to abandon that service pursuant to Section 7(b) of the Natural Gas Act, and Transporter shall have no further obligation to render service under the Transportation Service Agreement unless the Existing Shipper exercises a Right of First Refusal as prescribed in Section 27.5 below.

27.5 Right of First Refusal.

(a) Existing Shipper's Right of First Refusal. Upon expiration of a Transportation Service Agreement subject to this Section 27.5(a), and provided that the Existing Shipper meets the standards of Section 3.5 of these General Terms and Conditions, the Existing Shipper will have a "Right of First Refusal". The Existing Shipper may elect to retain all or a portion of the capacity subject to its Right of First Refusal. If the Existing Shipper elects to retain only a portion of the available capacity, Transporter has pregranted authority to abandon the remaining service pursuant to Section 7(b) of the Natural Gas Act, and Transporter shall have no further obligation to render that remaining service under the Transportation Service Agreement. Upon receipt of a Notice of Election from an Existing Shipper, Transporter will post information relevant to the notice, as provided in Section 27.5(c) below. To the extent the Existing Shipper either satisfies the Bid Matching Procedures of Section 27.5(i) or reaches mutual agreement with Transporter pursuant to Section 27.5 (j), Transporter will continue service to the Existing Shipper upon execution of a Transportation Service Agreement containing the agreed-upon terms. If the Existing Shipper fails to satisfy the Bid Matching Procedures of Section 27.5(i), or if Transporter and the Existing Shipper fail to reach mutual Agreement under 27.5(k), Transporter has pregranted authority to abandon the Existing Shipper's service pursuant to Section 7(b) of the Natural Gas Act, and Transporter shall have no further obligation to render service under the Existing Shipper's Transportation Service Agreement as of the date of termination of the Transportation Service Agreement.

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First Revised Sheet No. 82 First Revised Sheet No. 82 : Effective
Superseding: Original Sheet No. 82

GENERAL TERMS AND CONDITIONS

- (b) Existing Shipper's Notice of Election to Exercise its Right of First Refusal. Any Existing Shipper that elects to exercise its Right of First Refusal upon termination of a Transportation Service Agreement Shall provide Transporter with a Notice of Election in writing or via Transporter's Web Site not later than 12 months prior to the expiration of the term of the Transportation Service Agreement, or, in the case of a Transportation Service Agreement that expires pursuant to a notice provided by Transporter, within 60 days of such notice from Transporter.
- (c) Posting of Existing Shipper's Notice of Election. Within two days of receiving a Notice of Election, Transporter will post on its Web Site the following information regarding the capacity subject to the Notice of Election:
 - (i) the Maximum Transportation Quantity available under the terminating Transportation Service Agreement, stated in Dekatherms;
 - (ii) the Primary Receipt and Primary Delivery Point(s) at which capacity is available and the Maximum Input Quantities and Maximum Equivalent Quantities available at those points(s);
 - (iii) the date the capacity will be available; and
 - (iv) any other terms that may be relevant.
- (d) Open Season. Immediately upon posting the information relevant to an Existing Shipper's Notice of Election, Transporter will hold an open season for a period of not less than five days. During the open season, Offering Shipper(s) may submit a Bid Notification to Transporter in writing or via Transporter's Web site.

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First Revised Sheet No. 83 First Revised Sheet No. 83 : Effective

Superseding: Original Sheet No. 83

GENERAL TERMS AND CONDITIONS

- (e) Posting of Offering Shipper's Bid Notification. To constitute a valid bid, the Offering Shipper must satisfy the provisions of Transporter's FERC Gas Tariff applicable to requests for firm gas transportation service and credit evaluations set forth in Section 3 of these General Terms and Conditions. Within one Business Day of Transporter's receipt of a Bid Notification, Transporter will evaluate the Bid Notification to determine whether it satisfies the terms of this Section 27 and will notify the Offering Shipper of any deficiencies. If no deficiencies exist, Transporter will post all information relevant to the Bid Notification on Transporter's Web site with all other Bid Notifications at end of the open season. Once Transporter posts the Offering Shipper's Bid Notification, the bid will be an offer to enter into a Transportation Service Agreement that remains open until (i) Transporter accepts a bid; (ii) Transporter rejects all bids; or (iii) the Offering Shipper withdraws its Bid Notification in writing or via Transporter's Web site, whichever occurs first.
- (f) Offering Shipper's Bid Notification. The Offering Shipper's Bid Notification shall include:
 - (i) the Offering Shipper's legal name;
 - (ii) the Maximum Transportation Quantity for which the Offering Shipper seeks transportation service, stated in Dekatherms and Mcf/d;
 - (iii) the Primary Receipt and Primary Delivery Points, along with the applicable Maximum Input Quantities and Maximum Equivalent Quantities;
 - (iv) the proposed commencement and termination dates for the service to be provided;
 - (v) the maximum rate the Offering Shipper is willing to pay for the transportation service; and
 - (vi) any other terms that may be relevant.

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First Revised Sheet No. 84 First Revised Sheet No. 84 : Effective
Superseding: Original Sheet No. 84

GENERAL TERMS AND CONDITIONS

(g) Offering Shipper's Bid Notification Deposit. Within ten days of posting of its Bid Notification the offering shipper shall tender a check made out to Transporter as a Bid Notification deposit which shall be equal to the prepayment that would be due in connection with a request for the same service pursuant to Section 3 of the General Terms and Conditions of this Tariff. Transporter will return the Offering Shipper's deposit plus interest at the rate prescribed by Section 154.67 (c) of the commission's regulations or any successor regulation if (i) Transporter rejects the Offering Shipper's bid; (ii) the Offering Shipper fails to meet all of Transporter's FERC Gas Tariff provisions governing Shippers' eligibility; (iii) pursuant to its Right of First Refusal, the Existing Shipper matches the Offering Shipper's bid; or (iv) the Offering Shipper withdraws the Bid Notification before the bid is rejected or before the Existing Shipper matches the bid, whichever occurs first. Transporter will refund the entire deposit plus interest at the rate prescribed by Section 154.67 (c) of the Commission's regulations or any successor regulation within ten days of the event triggering the obligation to return. If Transporter executes a Transportation Service Agreement pursuant to agreed-upon terms with the Offering Shipper, Transporter shall credit the amount of the deposit to Shipper's invoice for the first month of the requested transportation service. If, however, the Offering Shipper fails to execute a Transportation Service Agreement as provided in Section 27.5 (k), Transporter will retain the deposit as liquidated damages.

(h) Transporter's Review of Offering Shippers' Bid. Transporter will review all Offering Shippers' bids on a nondiscriminatory, objective basis and determine the Best Bid within two weeks of the closing of the open season consistent with the following standards; provided, however, Transporter will not be obligated to accept any offer for transportation service at less than Transporter's maximum applicable rate:

(i) The bid that offers the maximum rate for the longest term shall be the Best Bid, provided, however, that an Existing Shipper is not required to match a Competing Offer with a term greater than five (5) years, or if no Offering Shipper offers the maximum rate;

(ii) The Best Bid will be the bid that provides the highest present value calculated by using the interest rate published by the Commission pursuant to 18 C.F.R. Section 154.67; and

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Second Revised Sheet No. 85 Second Revised Sheet No. 85 : Effective

Superseding: 2 Sub First Revised Sheet No. 85

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- (iii) If two or more bids offer the same highest present value, Transporter will prorate available capacity among the Offering Shippers.
- (i) Bid Matching Procedure. If Transporter accepts a Best Bid as a Competing Offer for purposes of this Bid Matching Procedure, Transporter will inform the Existing Shipper of the terms of the Competing Offer. Within 30 days of receiving the terms of the Competing Offer, the Existing Shipper must notify Transporter whether the Existing Shipper agrees to match the Competing Offer. Failure to notify Transporter within the 30 day period shall constitute an irrevocable waiver of the Existing Shipper's Right of First Refusal with respect to the Competing Offer. To match the Competing Offer, the Existing Shipper must either (i) match the Competing Offer or (ii) match the rate contained in the Competing Offer for a period of at least five years. If the Existing Shipper agrees to match the Competing Offer, Transporter will provide transportation service to the Existing Shipper upon execution of a Transportation Service Agreement containing the terms specified in the Competing Offer. If the Existing Shipper elects not to match the Competing Offer, Transporter has pregranted authority to abandon that service and Transporter shall have no further obligation to render service under the Existing Shipper's Transportation Service Agreement pursuant to Section 7 (b) of the Natural Gas Act. Transporter will provide transportation service to the Shipper that offered the Competing Offer upon execution of a Transportation Service Agreement containing the terms agreed upon in the Competing Offer. Transporter will post the terms of the accepted offer on its Web Site.
- (j) Negotiation Procedures Between Transporter and Existing Shipper. Transporter must accept a bid as the Best Bid if there are any bids at the maximum rate. However, if no Shipper offers a competing bid or if there are only bids at less than the maximum rate and Transporter rejects all such bids, Transporter and the Existing Shipper may negotiate and mutually agree to terms and conditions applicable to a new Transportation Service Agreement. If Transporter and the Existing Shipper have not reached agreement on the terms and conditions for a new Transportation Service Agreement upon termination of the existing Transportation Service Agreement, Transporter must continue to provide service to the Existing Shipper only if that Shipper agrees to pay the maximum rate permitted under Transporter's FERC Gas Tariff for a term that the Existing Shipper elects; provided, however, that an Existing Shipper is not required to match a Competing Offer with a term greater than five (5) years. Furthermore, the Existing Shipper must elect the length of the extended term 60 days prior to termination of the existing Transportation Service Agreement. If the Existing Shipper

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First Revised Sheet No. 86 First Revised Sheet No. 86 : Effective

Superseding: Original Sheet No. 86

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refuses to pay the maximum authorized rate, Transporter has pregranted authority to abandon service and Transporter shall have no further obligation to render service under the Existing Shipper's Transportation Service Agreement pursuant to Section 7(b) of the Natural Gas Act.

- (k) Failure to Execute a Transportation Service Agreement. If the Offering Shipper fails to execute a Transportation Service Agreement according to the agreed upon terms 30 days from the date the Transportation Service Agreement is tendered to the Offering Shipper, Transporter will continue to provide the Existing Shipper service at the maximum applicable rate and Transporter will hold a further open season as prescribed in Section 27.5(d). The Bid Notification and Bid Matching Procedures will be repeated.

28. Title Transfer Tracking

28.1 Definitions.

- (a) Title Transfer is the change of title to gas between parties at a location.
- (b) Title Transfer Tracking is the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of gas.
- (c) A Title Transfer Tracking Service Provider is a party conducting the title transfer tracking activity.
- (d) A Third Party Account Administrator is a Title Transfer Tracking Service Provider other than the Transportation Service Provider.
- (e) An Account Holder is the party using the services of a Title Transfer Tracking Service Provider (TTTSP) under a contract or other arrangement with that TTTSP.
- (f) A title transfer Nomination is a nomination line item requesting the service of Title Transfer Tracking and is sent by an Account Holder to a Title Transfer Tracking Service Provider.

- 28.2 At a minimum, the Transportation Service Providers (TSP) should be responsible for accommodating Title Transfer Tracking (TTT) services at all points identified by the TSP as pooling points, where TTT services are requested. In absence of existing pooling points or in addition to existing pooling points where access to TTT activity is not reasonably accessible for supply receipt locations covered by an OBA, TSPs should be responsible for accommodating TTT at no less than one location.

- 28.3 The Title Transfer Tracking services should be supported by means of the nominations, quick responses and scheduled quantities processes. At the Transportation Service Provider's election, the confirmation process may also be utilized with Title Transfer Tracking Service Providers within the TSP's system.

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Original Sheet No. 86A Original Sheet No. 86A : Effective

GENERAL TERMS AND CONDITIONS

- 28.4 All Third Party Account Administrators (3PADS) wishing to provide title transfer tracking services shall so notify the Transportation Service Provider (TSP). All coordination between 3PADS and a TSP should be performed under a contract between the parties. Where the TSP is a Title Transfer Tracking Service Provider on its system, tariff provisions (terms, conditions and rates) or general terms and conditions of the TSP, may take the place of a contract.
- 28.5 Upon reasonable request of the Third Party Account Administrator (3PAD), Transportation Service Providers should provide the 3PAD with one of the following for conducting title transfer tracking (TTT) activity:
- 1) location codes(s);
 - 2) contract identifier(s) used in the exchange of transactional data; or
 - 3) both one and two above.

In any event TTT activity is always performed at or with respect to a location (physical or logical).

- 28.6 All Title Transfer Tracking services should be performed under a contract or other arrangement between the Account Holder and their Title Transfer Tracking Service Provider.
- 28.7 A Transportation Service Provider (TSP) should communicate with any Title Transfer Tracking Service Provider (TTTSP) that performs according to the applicable contract between the TTTSP and the TSP, and that operates in accordance with those NAESB standards applicable to Title Transfer Tracking.
- 28.8 A Transportation Service Provider (TSP) may operate in a manner such that allocated quantities will equal scheduled quantities for gas quantities into and out of a Title Transfer Tracking Service Provider (TTTSP) from or to a pool(s). If a TSP operates in such a manner, then the TSP should not be required to accept Pre-determined Allocations (PDAs) for those transactions nor separately provide, or transmit, Allocated to parties to such transactions.

Where the allocated quantities with respect to TTTSP are different than the scheduled quantities provided by the TSP to the TTTSP, for the same period, then the TSP should provide to the TTTSP Allocations (NAESB Standard No. 2.4.3) for the quantities into the TTTSP. In addition, the TSP should either accept:

- (a) Allocations from the TTTSP, or,
- (b) PDAs from the TTTSP.

Such information should be delineated at the level of the nomination line items provided by the TTTSP to the TSP for the purpose of allocation quantities out of the TTTSP.

GENERAL TERMS AND CONDITIONS

- 28.9 Absent ranking information provided by the Third Party Account Administrator and absent a contrary mutual agreement to proceed otherwise, where transactions related to Third Party Account Administrator (3PAD) activities are not balanced at the end of any confirmation cycle, transactions entering the 3PAD (receipt) or leaving the 3PAD (delivery), whichever is higher, should be reduced pro rata to match the total of the transactions on the other side of the 3PAD.
- 28.10 Where a Transportation Service Provider (TSP) has decided to offer Title Transfer Tracking (TTT) service by means of an arrangement (including an agreement) with a party which will act as the TSP's designated party, and regardless of communication methodology between Account Holders and such designated party, the TSP should, upon request, identify the Title Transfer Tracking Service Provider(s) (TTTSPs) at a location which have established active TTT arrangements with the TSP. The relevant information to be provided should include the name of each TTTSP, the ID code of each TTTSP used by the TSP, the contract number for TTTSP assigned by the TSP (where applicable), the location code(s) for each TTTSP assigned by the TSP (where applicable), and the location code(s) nominatable to the TSP for transportation service to or from the location associated with each TTTSP. If, in the future, the common code for locations central repository includes listing TTTSPs by location, the requirements of this standard may be met.
- 28.11 A party to a transaction should nominate, or otherwise communicate in a mutually agreeable manner, the identity of their transaction counterparty along with the applicable, associated nominations-related information to the appropriate Confirming Party or Title Transfer Tracking Service Provider (TTTSP). Failure to so act can result in the failure of the subject transaction to be communicated to the Transportation Service Provider (TSP) and scheduled by the TSP. A Confirming Party may communicate with its party and/or the immediate counterparty as to the existence and nature of a failure to communicate a transaction on the part of the applicable party. A TTTSP may communicate with its Account Holder(s) (AHs) and/or its AH(s)' immediate counterparty(ies) as to the existence and nature of a failure to communicate a transaction on the part of the applicable party.
- 28.12 All references to the sending or receiving of transmittals by a party are intended to include the sending or receiving of such transmittals by such party's authorized agent.
- 28.13 With respect to Title Transfer Tracking activity, when a reduction on a party's delivery side occurs at a location, and the Transportation Service Provider (TSP) does not keep the party whole, the TSP should pass the reduction to the appropriately ranked receipt transaction. When a reduction on a party's receipt side occurs at a location, and the TSP does not keep the party whole, the TSP should pass the reduction to the appropriately ranked delivery transaction.
- 28.14 Where a Transportation Service Provider (TSP) determines to employ the confirmation process in its interactions with a Title Transfer Tracking Service provider (TTTSP) including a TTTSP acting as the TSP's agent, if any, then the TSP should also offer to employ with similarly situated TTTSPs, and may at its discretion require that other TTTSPs employ, the confirmation process in addition to the nomination on behalf of process for the purpose of coordinating activities at the TSP's locations with respect to Title Transfer Tracking.

Effective Date: 01/20/2004 Status: Effective

FERC Docket: RP00-487-003

Third Revised Sheet No. 87 Third Revised Sheet No. 87 : Effective
Superseding: First Revised Sheet No. 87

GENERAL TERMS AND CONDITIONS

29. REVENUE CREDITS

29.1 Interruptible Transportation Revenue Credit

- (a) Applicability. The credit available under this Section 29.1 shall apply to all Transportation Service Agreements under the FT Rate Schedule.
- (b) Basis of the Credit. Revenues to which the credit under this Section 29.1 shall apply ("Eligible Revenues") shall be the revenues actually received by Transporter under the IT Rate Schedule that are not subject to refund and are attributable to commodity charges but not imbalance charges, scheduling penalties, unauthorized contract overrun penalties, ACA, or other charges. Starting with the effectiveness of this Tariff and the anniversary of the effective date every year thereafter, Transporter shall first retain 100% of all IT Rate Schedule revenues until Transporter has received an amount of revenues equal to the annual amount of costs, if any, allocated by the Commission to service under the IT Rate Schedule. Thereafter and for the remainder of the year Transporter shall credit to current month invoices under the applicable rate schedules 90% of the Eligible Revenues received during the prior month. Transporter shall retain the remainder of the Eligible Revenues not required to be credited or refunded.
- (c) Apportionment of Eligible Revenues. Eligible Revenues attributable to a month shall be apportioned among all FT Rate Schedule Shippers by applying the following ratio for each customer: (a) the Shipper's total Maximum Transportation quantities in effect during that month under the FT Rate Schedule, (b) divided by the summation of the total Maximum Transportation Quantity in effect during that month for all FT Rate Schedule Shippers; provided, however, that no Shipper shall receive a credit under this Section 29.1 in excess of its Reservation Charges for that month, with such excess being reallocated to the other Shippers in accordance with the above ratios.

GENERAL TERMS AND CONDITIONS

- (d) Revenues Subject to Refund. In the event that any revenues obtained under the IT Rate Schedule are collected subject to refund, and are ultimately not required to be refunded to Shippers under the IT Rate Schedule, Transporter shall recalculate the revenue credits that would have been due to Shipper if the IT Rate Schedule rate ultimately approved by the Commission had been in effect at the time of the revenue credit, and shall credit Shipper for the difference between revenues actually credited, and the recalculated revenue credit, plus interest at the rate prescribed by the Commission's regulations.

29.2 Penalty Revenue Credit

- (a) Applicability. The credit available under this Section 29.2 shall apply to all Firm and Interruptible Shippers who were not assessed penalties during the applicable day.
- (b) Basis of Credit. Penalty revenues to which the credit under this Section 29.2 shall apply shall be the penalty revenues actually collected by Transporter net of any Transporter costs that are not subject to refund and are attributable to imbalance charges, scheduling penalties, unauthorized contract overrun penalties or other penalty revenues described in Section 6 of the General Terms and Conditions of this Tariff.
- (c) Apportionment of Penalty Revenues. The penalty revenue credit attributable to a particular day shall be apportioned among all non-penalized Firm and Interruptible Shippers by applying the following ratio for each Shipper. The numerator for the ratio used in this apportionment will be the Maximum Transportation Quantity in effect during that month under the FT Rate Schedule for a non-penalized Firm Shipper or ten (10) percent of the scheduled and confirmed quantity for the particular day under the IT Rate Schedule for a non-penalized Interruptible Shipper. In order to calculate the allocation ratio used in this allocation, the numerator will be divided by the sum of the Maximum Transportation Quantity for all non-penalized Firm Shippers and ten (10) percent of the scheduled quantity for all non-penalized Interruptible Shippers.

GENERAL TERMS AND CONDITIONS

30. DISCOUNTS

- 30.1 In the event that Tuscarora agrees to discount its maximum rates under Rate Schedules FT, IT or PL, Tuscarora and Shipper may agree to the types of discounts specified herein without such discounts constituting a material deviation from Tuscarora's pro forma service agreement. Tuscarora and Shipper may agree that a specified discounted rate will apply: (i) only to specified quantities under the service agreement; (ii) only if specified quantities are achieved or only with respect to quantities below a specified level; (iii) only during specified periods of the year or for a specifically defined period; (iv) only to specified points, combination of points, markets, transportation paths or other defined geographic area(s); and/or (v) only in a specified relationship to the quantities actually delivered (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually delivered). Notwithstanding the foregoing, no discounted rate shall be less than the applicable minimum rate.
- 30.2 If Tuscarora has agreed to a discount with a Shipper receiving service under a service agreement pursuant to Part 284 of the Commission's Regulations and the discount is limited to specific Point(s) of Receipt or Delivery or both, the Shipper may request that such discount apply to service under such transportation agreement at a different Point of Receipt or Delivery accessible under said service agreement at which Tuscarora and the Shipper have not specifically agreed to the discounted rate. There is a rebuttable presumption that such discount shall apply at the requested point if Tuscarora at the time of the request is granting discounts to other similarly situated Shipper(s) receiving service utilizing that point. However, Tuscarora can rebut this presumption by demonstrating that the proposed service to the Shipper is not similarly situated to the service receiving a discount at the requested point. Regardless of the discount granted by Tuscarora to any similarly situated Shipper at such requested point, if Shipper is granted a discount for service at the requested point pursuant to this Section 30.2, Shipper shall pay the higher of its contractual discount rate or the discount rate provided to another Shipper utilizing the requested point.

Effective Date: 01/20/2004 Status: Effective

FERC Docket: RP00-487-001

Original Sheet No. 89A Original Sheet No. 89A : Effective

GENERAL TERMS AND CONDITIONS

30. DISCOUNTS (Cont'd)

- 30.3 On any Business Day, a Shipper receiving a discount at specific Point(s) of Receipt or Delivery or both under a service agreement may request a discount for service at a new point by faxing a request to Tuscarora at a telephone number identified on Tuscarora's Web site at least two (2) hours prior to the nomination that would use the discount at the new point. Tuscarora shall respond to requests received between 6:30 A.M. CCT (4:30 A.M. PCT) and 4:00 P.M. CCT (2:00 P.M. PCT) on a Business Day within two (2) hours from the time the request is received. For requests received between 6:30 A.M. CCT (4:30 A.M. PCT) and 4:00 P.M. CCT (2:00 P.M. PCT) on a non-Business Day or after 4:00 P.M. CCT (2:00 P.M. PCT) on any day, Tuscarora shall respond by 8:30 A.M. CCT (6:30 A.M. PCT) on the following Business Day. If Shipper has previously requested a discount to the same point and Tuscarora has not agreed, Tuscarora shall not respond to a renewed discount request unless rates for transportation service applicable to that point have changed.

Effective Date: 12/01/1995 Status: Effective
FERC Docket: CP93-685-003

Alternate Original Sheet No. 90 Alternate Original Sheet No. 90 : Effective

GENERAL TERMS AND CONDITIONS

31. POLICY WITH RESPECT TO CONSTRUCTION OF LATERALS

Transporter may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in Section 3.3 of Rate Schedules FT and IT if Shipper provides Transporter adequate assurance of transportation revenue to make construction of the facilities economical to Transporter and if Shipper meets industry standard creditworthiness requirements. All requests for waiver shall be handled by Transporter in a manner which is not unduly discriminatory.

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Sheet Nos. 91-99 Sheet Nos. 91-99 : Effective

SHEET NOS. 91-99
HAVE NOT BEEN ISSUED
BUT HAVE BEEN RESERVED
FOR FUTURE USE

Effective Date: 01/17/2004 Status: Effective
FERC Docket: RP04-108-000

First Revised Sheet No. 100 First Revised Sheet No. 100 : Effective
Superseding: Original Sheet No. 100

FORM OF SERVICE AGREEMENTS
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Effective Date: 07/16/2007 Status: Effective

FERC Docket: RP07-489-000

First Revised Sheet No. 101 First Revised Sheet No. 101 : Effective
Superseding: Original Sheet No. 101

FORM OF SERVICE AGREEMENT
(APPLICABLE TO FT RATE SCHEDULE)

This Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by and between Tuscarora Gas Transmission Company, a Nevada partnership (herein called "Transporter"), and _____ (herein called "Shipper" whether one or more persons).

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

- 1.1 Transporter agrees to receive from or for the account of Shipper for transportation on a firm basis quantities of natural gas tendered by Shipper on any day at the Receipt Points; provided, however, Shipper shall not tender without the prior consent of Transporter, at any Receipt Point on any day a quantity of natural gas (taking into account the Measurement Variance Gas Quantity) in excess of the applicable Maximum Input Quantity for such Receipt Point and provided further that Shipper shall not tender at all Receipt Points on any day a cumulative quantity of natural gas (taking into account the Measurement Variance Gas Quantity), without the prior consent of Transporter, in excess of the following quantities of natural gas:

Maximum Transportation Quantity _____ MMBtu

- 1.2 Transporter agrees to transport and deliver to or for the account of Shipper at the Delivery Points and Shipper agrees to accept or cause acceptance of delivery of the quantity received by Transporter on any day from Shipper pursuant to Section 1.1 (subject to adjustment to reflect the Measurement Variance Gas Quantity); provided, however, Transporter shall not be obligated to deliver at any Delivery Point on any day a quantity of natural gas in excess of the applicable Maximum Equivalent Quantity, nor a quantity of gas at all Delivery Points in excess of the Maximum Transportation Quantity. Transporter's obligations hereunder shall be subject to the installation of all necessary facilities.

Effective Date: 07/16/2007 Status: Effective

FERC Docket: RP07-489-000

Second Revised Sheet No. 102 Second Revised Sheet No. 102 : Effective
Superseding: First Revised Sheet No. 102

FORM OF SERVICE AGREEMENT
(APPLICABLE TO FT RATE SCHEDULE)

ARTICLE II
TERM OF AGREEMENT

Service under this Agreement shall begin on _____, and shall continue until _____. Shipper's Right of First Refusal shall be in accordance with Section 27 of Transporter's General Terms and Conditions.

Thereafter, this agreement shall continue in full force and effect for an additional term of _____ unless _____ gives at least _____ prior written notice of its desire to terminate this agreement. Under this evergreen provision, parties capable of giving notice of termination may include only Shipper (unilateral evergreen) or may include both Shipper and Transporter (bilateral evergreen).

ARTICLE III
RATE SCHEDULE

- 3.1 Beginning with the Commencement Date, Shipper shall, in accordance with the FT Rate Schedule and the General Terms and Conditions of Transporter's FERC Gas Tariff, pay Transporter for all services rendered hereunder and for the availability of such service under Transporter's FT Rate Schedule as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed. The rates to be charged Shipper for transportation hereunder shall not be more than the maximum rates under the FT Rate Schedule, nor less than the minimum rates under the FT Rate Schedule. Unless otherwise agreed, the rates for service under this Agreement shall be the maximum rates under the FT Rate Schedule.

FORM OF SERVICE AGREEMENT
(APPLICABLE TO FT RATE SCHEDULE)

- 3.2 This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable rate schedules and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which rate schedules and General Terms and Conditions are by this reference made a part hereof.
- 3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's FT Rate Schedule, (b) Transporter's FT Rate Schedule, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to the FT Rate Schedule. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for adjustment of Transporter's existing FERC Gas Tariff to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV
RECEIPT POINTS

Natural gas to be received by Transporter for the account of Shipper hereunder shall be received at the Primary Receipt Point(s) set forth in Exhibit A of the Transportation Service Agreement, with the Maximum Input Quantity and the receipt pressure obligation indicated for each such Primary Receipt Point. The Maximum Input Quantities listed in Exhibit A are subject to adjustment to take account of the Measurement Variance Gas Quantity as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff. Natural gas to be received by Transporter for the account of Shipper hereunder may also be received at any other interconnection with another operator on Transporter's system, subject to the requirements of higher priority services.

Effective Date: 06/18/2007 Status: Effective

FERC Docket: RP07-455-000

Second Revised Sheet No. 104 Second Revised Sheet No. 104 : Effective
Superseding: First Revised Sheet No. 104

FORM OF SERVICE AGREEMENT
(APPLICABLE TO FT RATE SCHEDULE)

ARTICLE V
DELIVERY POINTS

Natural gas to be delivered by Transporter for the account of Shipper hereunder shall be delivered at the Primary Delivery Point(s) set forth in Exhibit B of the Transportation Service Agreement, with the Maximum Equivalent Quantity and the delivery pressure obligation indicated for each such Primary Delivery Point. Natural gas to be delivered by Transporter for the account of Shipper hereunder may also be delivered at any other interconnection with another operator on Transporter's system, subject to the requirements of higher priority services.

ARTICLE VI
ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be addressed as follows:

- (a) Transporter: Tuscarora Gas Transmission Company
1400 SW Fifth Avenue, Suite 900
Portland, OR 97201
Attention: Services and Contracts Coordinator
- (b) Shipper:

or such other address as either party shall designate by formal written notice.

Effective Date: 12/01/1995 Status: Effective
FERC Docket: CP93-685-003

Original Sheet No. 105 Original Sheet No. 105 : Effective

FORM OF SERVICE AGREEMENT
(APPLICABLE TO FT RATE SCHEDULE)
ARTICLE VII
INTERPRETATION

The interpretation and performance of the Agreement shall be in accordance with the laws of Nevada, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

ARTICLE VIII
AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede the following agreements between the parties hereto:

ARTICLE IX
MODIFICATION

No modification of the terms and provisions of a Transportation Service Agreement shall be made except by the execution of written contracts signed by Transporter and Shipper.

ARTICLE X
ASSIGNABILITY

Neither party hereto shall assign or otherwise convey any of its rights, obligations or interests under this Agreement without the prior written consent of the other party hereto (which consent shall not be unreasonably withheld); provided, however, that such assignment or conveyance can be made without the other party's consent if made to: (a) a company or companies with which it is affiliated; (b) any person, corporation, bank, trust company, association or other business entity as security in connection with obtaining or arranging financing for such party or any affiliate of such party; (c) any person, corporation, bank, trust company, or other business entity upon enforcement of any security assignment described in (b) above; or (d) any successor entity (whether by merger, by consolidation or by sale of substantially all the assets of such party); provided, however, that in the case of (c) and (d) above, such assignee must expressly assume in writing all of the obligations of such party under this Transportation Service Agreement. Unless otherwise agreed by the parties hereto in writing, no assignment or conveyance shall relieve the assigning or conveying party of any of its obligations under this Agreement.

Effective Date: 11/21/2003 Status: Effective

FERC Docket: RP04- 28-000

First Revised Sheet No. 106 First Revised Sheet No. 106 : Effective
Superseding: Original Sheet No. 106

FORM OF SERVICE AGREEMENT
(APPLICABLE TO FT RATE SCHEDULE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

TUSCARORA GAS TRANSMISSION COMPANY

By: _____

Title: _____

[Shipper]

By: _____

Title: _____

Effective Date: 12/01/1995 Status: Effective
FERC Docket: CP93-685-003

Original Sheet No. 107 Original Sheet No. 107 : Effective

FORM OF SERVICE AGREEMENT
(APPLICABLE TO FT RATE SCHEDULE)

Exhibit A

Primary Receipt Point(s)

Dated:

To the Transportation Service Agreement under the FT Rate Schedule
between Tuscarora Gas Transmission Company (Transporter) and
_____ (Shipper) concerning Primary Receipt Point(s).

Primary Point of Receipt	Maximum Input Quantity	Minimum Receipt Pressure
--------------------------------	---------------------------	-----------------------------

Signed for Identification

Transporter: _____

Shipper: _____

Supersedes Exhibit A Dated _____

Effective Date: 07/16/2007 Status: Effective
FERC Docket: RP07-489-000

First Revised Sheet No. 108 First Revised Sheet No. 108 : Effective
Superseding: Original Sheet No. 108

FORM OF SERVICE AGREEMENT
(APPLICABLE TO FT RATE SCHEDULE)

Exhibit B

Primary Delivery Point(s)

Dated:

To the Transportation Service Agreement under the FT Rate Schedule between
Tuscarora Gas Transmission Company (Transporter) and _____
(Shipper) concerning Primary Delivery Point(s).

Primary
Point of
Delivery

Maximum Equivalent
Quantity

Maximum and Minimum
Delivery Pressures

Signed for Identification

Transporter: _____

Shipper: _____

Supersedes Exhibit B Dated _____

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Sheet No. 109 Sheet No. 109 : Effective

SHEET NO. 109
HAS NOT BEEN ISSUED
BUT HAS BEEN RESERVED
FOR FUTURE USE

Effective Date: 07/16/2007 Status: Effective

FERC Docket: RP07-489-000

First Revised Sheet No. 110 First Revised Sheet No. 110 : Effective
Superseding: Original Sheet No. 110

FORM OF SERVICE AGREEMENT
(APPLICABLE TO IT RATE SCHEDULE)

This Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by and between Tuscarora Gas Transmission Company, a Nevada partnership (herein called "Transporter"), and _____ (herein called "Shipper" whether one or more persons).

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

- 1.1 Transporter agrees to receive from or for the account of Shipper for transportation on an interruptible basis quantities of natural gas tendered by Shipper on any day at the Receipt Point(s); provided, however, Shipper shall not tender without the prior consent of Transporter, at all Receipt Point(s) on any day a quantity of natural gas, in excess of the following quantities of natural gas (taking into account the Measurement Variation Gas Quantity):

Maximum Transportation Quantity _____ MMBtu

Effective Date: 07/16/2007 Status: Effective

FERC Docket: RP07-489-000

First Revised Sheet No. 111 First Revised Sheet No. 111 : Effective
Superseding: Original Sheet No. 111

FORM OF SERVICE AGREEMENT
(APPLICABLE TO IT RATE SCHEDULE)

- 1.2 Transporter agrees to transport and deliver to or for the account of Shipper at the Delivery Point(s) and Shipper agrees to accept or cause acceptance of delivery of the quantity received by Transporter on any day from Shipper pursuant to Section 1.1 (subject to adjustment for the Measurement Variance Gas Quantity).

ARTICLE II
TERM OF AGREEMENT

Service under this agreement shall begin on _____, and shall continue in full force and effect until _____, and _____ thereafter until cancelled by _____ day(s) prior written notice given by either party to the other.

Effective Date: 07/16/2007 Status: Effective

FERC Docket: RP07-489-000

Second Revised Sheet No. 112 Second Revised Sheet No. 112 : Effective
Superseding: First Revised Sheet No. 112

FORM OF SERVICE AGREEMENT
(APPLICABLE TO IT RATE SCHEDULE)

ARTICLE III
RATE SCHEDULE

- 3.1 Beginning with the Commencement Date, Shipper shall, in accordance with the IT Rate Schedule and the General Terms and Conditions of Transporter's FERC Gas Tariff, pay Transporter for all services rendered hereunder under Transporter's IT Rate Schedule as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed. The rates to be charged Shipper for transportation hereunder shall not be more than the maximum rates under the IT Rate Schedule, nor less than the minimum rates under the IT Rate Schedule. Unless otherwise agreed, the rates for service under this Agreement shall be the maximum rates under the IT Rate Schedule.
- 3.2 This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable rate schedules and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which rate schedules and General Terms and Conditions are by this reference made a part hereof.

Effective Date: 06/18/2007 Status: Effective

FERC Docket: RP07-455-000

Second Revised Sheet No. 113 Second Revised Sheet No. 113 : Effective
Superseding: First Revised Sheet No. 113

FORM OF SERVICE AGREEMENT
(APPLICABLE TO IT RATE SCHEDULE)

3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's IT Rate Schedule, (b) Transporter's IT Rate Schedule, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to the IT Rate Schedule. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV
ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be addressed as follows:

- (a) Transporter: Tuscarora Gas Transmission Company
1400 SW Fifth Avenue, Suite 900
Portland, OR 97201
Attention: Services and Contracts Coordinator
- (b) Shipper:

or such other address as either party shall designate by formal written notice.

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Original Sheet No. 114 Original Sheet No. 114 : Effective

FORM OF SERVICE AGREEMENT
(APPLICABLE TO IT RATE SCHEDULE)
ARTICLE V
INTERPRETATION

The interpretation and performance of the Agreement shall be in accordance with the laws of Nevada excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

ARTICLE VI
AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede the following agreements between the parties hereto.

ARTICLE VII
MODIFICATION

No modification of the terms and provisions of a Transportation Service Agreement shall be made except by the execution of written contracts signed by Transporter and Shipper.

ARTICLE VIII
ASSIGNABILITY

Neither party hereto shall assign or otherwise convey any of its rights, obligations or interests under this Agreement without the prior written consent of the other party hereto (which consent shall not be unreasonably withheld); provided, however, that such assignment or conveyance can be made without the other party's consent if made to: (a) a company or companies with which it is affiliated; (b) any person, corporation, bank, trust company, association or other business entity as security in connection with obtaining or arranging financing for such party or any affiliate of such party; (c) any person, corporation, bank, trust company, or other business entity upon enforcement of any security assignment described in (b) above; or (d) any successor entity (whether by merger, by consolidation or by sale of substantially all the assets of such party); provided, however, that in the case of (c) and (d) above, such assignee must expressly assume in writing all of the obligations of such party under this Transportation Service Agreement. Unless otherwise agreed by the parties hereto in writing, no assignment or conveyance shall relieve the assigning or conveying party of any of its obligations under this Agreement.

Effective Date: 11/21/2003 Status: Effective

FERC Docket: RP04- 28-000

First Revised Sheet No. 115 First Revised Sheet No. 115 : Effective
Superseding: Original Sheet No. 115

FORM OF SERVICE AGREEMENT
(APPLICABLE TO IT RATE SCHEDULE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to
Be signed by their respective agents thereunto duly authorized, the day
and year first above written.

TUSCARORA GAS TRANSMISSION COMPANY

By: _____

Title: _____

[Shipper]

By: _____

Title: _____

Effective Date: 07/16/2007 Status: Effective
FERC Docket: RP07-489-000

First Revised Sheet No. 116 First Revised Sheet No. 116 : Effective
Superseding: Original Sheet No. 116

FORM OF SERVICE AGREEMENT
APPLICABLE TO PARKING AND LENDING SERVICE
UNDER PL RATE SCHEDULE

This Agreement ("Agreement") is made and entered into this _____ day of _____, 20__, by and between Tuscarora Gas Transmission Company, a Nevada partnership (herein called "Transporter"), and _____ (herein called "Shipper" whether one or more persons).

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

1.1 Transporter agrees to provide to or for the account of Shipper on an interruptible basis parking and lending service not to exceed at all Receipt Points on any day a total quantity of natural gas in excess of the following quantities of natural gas:

Daily Parking and Loan Quantity: _____ MMBtu

1.2 Quantities parked or loaned by Transporter under the PL Rate Schedule will be as specified in Shipper's delivery schedule to be provided to Transporter.

1.3 The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers that have a higher priority of service or to Transporter.

ARTICLE II
TERM OF AGREEMENT

Service under this Agreement shall begin on _____, and shall continue in full force and effect until _____, and _____ thereafter until cancelled by _____ day(s) prior written notice given by either party to the other.

Effective Date: 07/16/2007 Status: Effective

FERC Docket: RP07-489-000

Second Revised Sheet No. 117 Second Revised Sheet No. 117 : Effective
Superseding: First Revised Sheet No. 117

FORM OF SERVICE AGREEMENT
APPLICABLE TO PARKING AND LENDING SERVICE
UNDER PL RATE SCHEDULE

ARTICLE III

3.1 Beginning with the Commencement Date, Shipper shall, in accordance with the PL Rate Schedule and the General Terms and Conditions of Transporter's FERC Gas Tariff, pay Transporter for all services rendered hereunder under Transporter's PL Rate Schedule as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed. The rates to be charged Shipper for parking and lending hereunder shall not be more than the maximum rates under the PL Rate Schedule, nor less than the minimum rates under the PL Rate Schedule. Unless otherwise agreed, the rates for service under this Agreement shall be the maximum rates under the PL Rate Schedule.

3.2 This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable rate schedule and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which rate schedule and General Terms and Conditions are by this reference made a part hereof.

3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's PL Rate Schedule, (b) Transporter's PL Rate Schedule, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions of Transporter's FERC Gas Tariff applicable to the PL Rate Schedule. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV
ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be addressed as follows:

(a) Transporter: Tuscarora Gas Transmission Company
1400 SW Fifth Avenue, Suite 900
Portland, OR 97201
Attention: Services and Contracts Coordinator

(b) Shipper:

Or such other address as either party shall designate for formal written notice.

Effective Date: 01/20/2004 Status: Effective

FERC Docket: RP00-487-001

Original Sheet No. 118 Original Sheet No. 118 : Effective

FORM OF SERVICE AGREEMENT
APPLICABLE TO PARKING AND LENDING SERVICE
UNDER PL RATE SCHEDULE

ARTICLE V
INTERPRETATION

The interpretation and performance of the Agreement shall be in accordance with the laws of Nevada excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

ARTICLE VI
AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede the following agreements between the parties hereto.

ARTICLE VII
MODIFICATION

No modification of the terms and provisions of a Parking and Lending Service Agreement shall be made except by the execution of written contracts signed by Transporter and Shipper.

ARTICLE VIII
ASSIGNABILITY

Neither party hereto shall assign or otherwise convey any of its rights, obligations or interests under this Agreement without the prior written consent of the other party hereto (which consent shall not be reasonable withheld); provided, however, that such assignment or conveyance can be made without the other party's consent if made to: (a) company or companies with which it is affiliated; (b) any person, corporation, bank, trust company, association or other business entity as security in connection with obtaining or arranging financing for such party or any affiliate of such party; (c) any person, corporation, bank, trust company, or other business entity upon enforcement of any security assignment described in (b) above; or (d) any successor entity (whether by merger, by consolidation or by sale of substantially all the assets of such party); provided, however, that in the case of (c) and (d) above, such assignee must expressly assume in writing all of the obligations of such party under this Parking and Lending Service Agreement. Unless otherwise agreed by the parties hereto in writing, no assignment of conveyance shall relieve the assigning or conveying party of any of its obligations under this Agreement.

Effective Date: 01/20/2004 Status: Effective

FERC Docket: RP00-487-001

Original Sheet No. 119 Original Sheet No. 119 : Effective

FORM OF SERVICE AGREEMENT
APPLICABLE TO PARKING AND LENDING SERVICE
UNDER PL RATE SCHEDULE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

Tuscarora Gas Transmission Company

By: _____

Title: _____

Shipper

By: _____

Title: _____

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Original Sheet No. 120 Original Sheet No. 120 : Effective

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
FT RATE SCHEDULE

This Umbrella Service Agreement, made and entered into this _____ day of _____, by and between _____ (herein called "Replacement Shipper"), and Tuscarora Gas Transmission Company, a Nevada partnership (herein called "Transporter").

In consideration of the mutual covenants and promises herein contained, the Replacement Shipper and Transporter hereby agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

- 1.1 Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements are met in order for Replacement Shipper to be on Transporter's Approved Bidder List for capacity releases and this Umbrella Service Agreement is effective, Replacement Shipper may bid from time to time on releases of capacity to be acquired under the FT Rate Schedule pursuant to the procedures set forth in Section 26 of the General Terms and Conditions of Transporter's FERC Gas Tariff. If at any time a bid submitted by Replacement Shipper is accepted by Transporter with respect to a given capacity release, Transporter will promptly send to Replacement Shipper an Addendum to this Umbrella Service Agreement, in the format attached hereto. Replacement Shipper shall execute and return the Addendum to Transporter within three Business Days after receipt of the Addendum. An executed Addendum shall be deemed to be an executed Transportation Service Agreement under the FT Rate Schedule, subject to the terms and conditions of the rate schedule, the form of Transportation Service Agreement applicable to such rate schedule, and the General Terms and Conditions of Transporter's FERC Gas Tariff. The parties agree that each Addendum is an integral part of this Umbrella Service Agreement as if executed by the parties hereto and fully copied and set forth herein at length and is binding on the parties hereto.

Effective Date: 12/01/1995 Status: Effective
FERC Docket: CP93-685-003

Original Sheet No. 121 Original Sheet No. 121 : Effective

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
FT RATE SCHEDULE

- 1.2 Upon the execution of an Addendum, subject to the terms, conditions and limitations hereof and of Transporter's FT Rate Schedule and the form of service agreement applicable thereto, Transporter agrees to provide the applicable released service for Replacement Shipper under the applicable FT Rate Schedule and Replacement Shipper agrees to fulfill its obligations under the service agreement, provided that the Replacement Shipper qualified under the financial evaluation and credit appraisal requirements set forth in Section 3 of General Terms and Conditions of Transporter's FERC Gas Tariff at the time it submitted the bid Transporter accepted with respect to such release.
- 1.3 Replacement Shipper hereby agrees to advise Transporter of any material change in the information previously provided by the Replacement Shipper to Transporter pursuant to Section 3 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II
TERM OF AGREEMENT

The term of this Agreement shall commence on _____ and shall continue in force and effect until _____ and from year to year thereafter unless this Umbrella Service Agreement is terminated as hereinafter provided. If Transporter determines at any time that Replacement Shipper fails to meet the financial standards or credit criteria of Section 3 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter may terminate this Agreement. Termination of this Agreement shall not affect Addenda previously executed but subject to the terms and conditions of Transporter's FERC Gas Tariff.

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Original Sheet No. 122 Original Sheet No. 122 : Effective

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
FT RATE SCHEDULE

ARTICLE III
RATE SCHEDULE

- 3.1 This Umbrella Service Agreement does not have separate terms and conditions for particular services, but only provides a means for a Replacement Shipper to utilize a service subject to the applicable provisions of the relevant Transportation Service Agreement and the terms and conditions for the FT Rate Schedule by execution of a copy of an Addendum in the form attached hereto and fully incorporated herein as a part of this Umbrella Service Agreement.
- 3.2 Replacement Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the rates, charges and terms applicable to service pursuant to this Umbrella Service Agreement. Transporter agrees that the Replacement Shipper may protest or contest the aforementioned filings, and the Replacement Shipper does not waive any rights it may have with respect to such filings.

Effective Date: 06/18/2007 Status: Effective

FERC Docket: RP07-455-000

Second Revised Sheet No. 123 Second Revised Sheet No. 123 : Effective
Superseding: First Revised Sheet No. 123

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
FT RATE SCHEDULE

ARTICLE IV
ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, any notice, request, demand, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or first class mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Transporter: Tuscarora Gas Transmission Company
 1400 SW Fifth Avenue, Suite 900
 Portland, OR 97201
 Attention: Services and Contracts Coordinator

- (b) Replacement Shipper:

or such other address as either party shall designate by formal written notice.

ARTICLE V
INTERPRETATION

The interpretation and performance of this Umbrella Service Agreement shall be in accordance with the laws of Nevada without recourse to the law governing conflict of laws.

Effective Date: 11/21/2003 Status: Effective

FERC Docket: RP04- 28-000

First Revised Sheet No. 124 First Revised Sheet No. 124 : Effective
Superseding: Original Sheet No. 124

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
FT RATE SCHEDULE

IN WITNESS WHEREOF, the parties hereto have caused this Umbrella Service Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

TUSCARORA GAS TRANSMISSION COMPANY

By: _____

Title: _____

[Replacement Shipper]

By: _____

Title: _____

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Original Sheet No. 125 Original Sheet No. 125 : Effective

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
FT RATE SCHEDULE

I.D. No.: _____
Tuscarora Addendum Contract No.: _____
Capacity Release Umbrella Agreement No.: _____

Addendum No. _____
Capacity Release
Rate Schedule _____

Releasing Shipper: _____
Releasing Shipper's Contract No.: _____

Begin Date of Release: _____
End Date of Release: _____

Maximum Transportation Quantity _____ MMBtu

Is this capacity subject to right of recall? Yes _____ No _____

Rates: Check all that apply:

Volumetric _____
Reservation Charge _____
Other (Describe) _____

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Original Sheet No. 126 Original Sheet No. 126 : Effective

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
FT RATE SCHEDULE

I.D. No.: _____
Tuscarora Addendum Contract No.: _____
Capacity Release Umbrella Agreement No.: _____

Addendum No. _____
Capacity Release
Rate Schedule _____

Primary
Point of
Receipt

Maximum Input
Quantity

Minimum
Receipt Pressure

Primary
Point of
Delivery

Maximum Equivalent
Quantity

Maximum and
Minimum
Delivery Pressures

Signed for Identification

Tuscarora: _____

Shipper: _____

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Sheet Nos. 127-129 Sheet Nos. 127-129 : Effective

SHEET NOS. 127-129
HAVE NOT BEEN ISSUED
BUT HAVE BEEN RESERVED
FOR FUTURE USE

Effective Date: 06/18/2007 Status: Effective

FERC Docket: RP07-455-000

Second Revised Sheet No. 130 Second Revised Sheet No. 130 : Effective
Superseding: First Revised Sheet No. 130

SERVICE REQUEST FORM FOR
TUSCARORA GAS TRANSMISSION COMPANY

Any party requesting gas transportation service on Transporter's system must complete a Service Request Form in keeping with Section 3 of the General Terms and Conditions of Transporter's currently effective FERC Gas Tariff.

Completed Service Request Forms shall be forwarded to:

Tuscarora Gas Transmission Company
1400 SW Fifth Avenue, Suite 900
Portland, OR 97201
Attention: Services and Contracts Coordinator

No request for service shall be considered until a completed Service Request Form is received by Transporter.

1. Parameters of Service

(a) FT or IT (circle one)

(b) Primary Receipt Points (FT service only)

Receipt Point	Maximum Input Quantity	Minimum Pressure
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Effective Date: 12/01/1995 Status: Effective
FERC Docket: CP93-685-003

Original Sheet No. 131 Original Sheet No. 131 : Effective

SERVICE REQUEST FORM FOR
TUSCARORA GAS TRANSMISSION COMPANY

(c) Primary Delivery Points (FT service only)

Delivery Points	Maximum Equivalent Quantity	Maximum and Minimum Pressure
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(d) Maximum Transportation Quantity: _____

2. Date Service is Requested to Commence: _____

3. Date Service is Requested to Terminate: _____

4. Requesting Party (Complete Legal Name): _____

(a) Type of Legal Entity: _____

(b) State of Incorporation: _____

(c) Shipper is (Check one):

_____ Interstate pipeline	_____ Intrastate pipeline
_____ End-User	_____ LDC
_____ Marketer	_____ Producer
_____ Other _____	_____ Broker

Effective Date: 12/01/1995 Status: Effective
FERC Docket: CP93-685-003

Original Sheet No. 132 Original Sheet No. 132 : Effective

SERVICE REQUEST FORM FOR
TUSCARORA GAS TRANSMISSION COMPANY

If Shipper is acting as agent in arranging this service, specify below each principal (complete legal name, type of legal entity and state of incorporation) and its respective type of company (Shipper must supply agency agreements for each principal).

5. Are additional or new facilities required to be installed or constructed by any party which are necessary for receipt of gas by Transporter or for delivery to and/or utilization of gas by the Shipper or direct or indirect customers of the Shipper? If so, please specify:

6. Name and full title of officer (or general partner) of Shipper who will execute the Transportation Service Agreement.

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Original Sheet No. 133 Original Sheet No. 133 : Effective

SERVICE REQUEST FORM FOR
TUSCARORA GAS TRANSMISSION COMPANY

7. Contact Person for Request: _____

Mailing Address: _____

Street Address: _____

Phone: _____

Telecopy No: _____

8. Twenty-four hour contact person for purposes of dispatching gas to
and from receipt and delivery points: _____

Mailing Address: _____

Street Address: _____

Phone: _____

Telecopy No: _____

9. Shipper Certification:

Shipper hereby certifies that Shipper has title or current contractual right to acquire title to the gas supply for which transportation service is requested, and that Shipper has or will enter into all contractual arrangements necessary to ensure that all upstream and downstream transportation is in place prior to the date on which service is requested to commence.

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Original Sheet No. 134 Original Sheet No. 134 : Effective

10. Proposed Receipt Points and Volumes (Use additional sheets if necessary):

	Receipt Point 1	Receipt Point 2	Receipt Point 3	Total
Maximum Input Quantity, Mcf				
Maximum Input Quantity, Dt				
Estimated Total Input Quantities to be Transported Through Receipt Point Over Term of Service, Mcf				
Estimated Total Input Quantities to be Transported Through Receipt Point Over Term of Service, Dt				
Name and Address of Entity which will Deliver Gas to Transporter on Shipper's behalf				

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Original Sheet No. 135 Original Sheet No. 135 : Effective

11. Proposed Delivery Points and Volumes (Use additional sheets if necessary):

	Delivery Point 1	Delivery Point 2	Delivery Point 3	Total
Maximum Equivalent Quantity, Mcf				
Maximum Equivalent Quantity, Dt				
Estimated Total Equivalent Quantities to be Transported Through Delivery Point Over Term of Service, Mcf				
Estimated Total Equivalent Quantities to be Transported Through Delivery Point Over Term of Service, Dt				
Name and Address of Entity which will Receive Gas to Transporter on Shipper's behalf				

Effective Date: 12/01/1995 Status: Effective
FERC Docket: CP93-685-003

Original Sheet No. 136 Original Sheet No. 136 : Effective

SERVICE REQUEST FORM FOR
TUSCARORA GAS TRANSMISSION COMPANY

12. This form is provided for the convenience of Shipper in complying with the transportation request procedures of Transporter's currently effective FERC Gas Tariff. Nevertheless, it is Shipper's responsibility to provide all of the information necessary to satisfy Transporter, including the credit evaluation data specified in Section 3.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Yours very truly,

(Shipper)

Date: _____

Internal Use Only

1. Date and Time Request Received _____
2. Sufficient Data (Y/N) _____
 If no, date letter sent: _____
3. Agreement Date: _____
4. Agreement No.: _____
5. Tuscarora Representative: _____

Effective Date: 11/21/2003 Status: Effective

FERC Docket: RP04- 28-000

First Revised Sheet No. 137 First Revised Sheet No. 137 : Effective
Superseding: Original Sheet No. 137

SHEET NO. 137 WAS PREVIOUSLY ISSUED BUT IS
NOW RESERVED FOR FUTURE USE

Effective Date: 11/21/2003 Status: Effective

FERC Docket: RP04- 28-000

First Revised Sheet No. 138 First Revised Sheet No. 138 : Effective
Superseding: Original Sheet No. 138

SHEET NO. 138 WAS PREVIOUSLY ISSUED BUT IS
NOW RESERVED FOR FUTURE USE

Effective Date: 12/01/1995 Status: Effective

FERC Docket: CP93-685-003

Sheet Nos. 139-149 Sheet Nos. 139-149 : Effective

SHEET NOS. 139-149
HAVE NOT BEEN ISSUED
BUT HAVE BEEN RESERVED
FOR FUTURE USE

Effective Date: 04/01/1998 Status: Effective

FERC Docket: GT98- 20-000

First Revised Sheet No. 150 First Revised Sheet No. 150 : Effective
Superseding: Alternate Original Sheet No. 150

SHEET NO. 150 WAS PREVIOUSLY ISSUED BUT IS NOW
RESERVED FOR FUTURE USE.

